

EXHIBIT 1

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DEREK HANNA, JR.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DEREK HANNA, JR., individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

HOLLYWOOD PARK MANAGEMENT
COMPANY, LLC, a limited liability
company; HOLLYWOOD PARK
MANAGEMENT COMPANY II, LLC, a
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22STCV36594
Related Case No. 22STCV02395

*[Assigned for All Purposes to Hon. Elihu Berle,
Department 6]*

PAGA SETTLEMENT AGREEMENT

Complaint filed: January 20, 2022
Trial date: Not Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Derek Hanna, Jr and C’Naisa Bey (collectively, the “Plaintiffs”) and Defendants Hollywood Park Management Company, LLC and Hollywood Park Management Company II, LLC, (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Actions” mean the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants ((1) *Derek Hanna, Jr. v. Hollywood Park Management Company, LLC, et al.* initiated on January 20, 2022, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV02395 (“Class Action”); and (2) *Derek Hanna, Jr. v. Hollywood Park Management Company, LLC, et al.* initiated on November 18, 2022, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV36594 (“PAGA Action”).)
- 1.2. “Administrator” means CPT Group Class Action Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendants in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address

database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Los Angeles.

1.8. “Defense Counsel” means Daniel Chammas and Min K. Kim of Ford Harrison, LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. It is anticipated that the Judgment will be final as of the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means \$1,300,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Enhancement Payments, and the Administrator’s Expenses. In no event shall Defendants be liable for more than \$1,300,000.00 as a result of this PAGA Settlement and the Plaintiff Enhancement Payments except as defined in 8.2 below.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiffs Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties.

1.16. “PAGA Counsel” means Kane Moon, Daniel J. Park, and Benjamin H. Davidson of Moon

1 Law Group, PC.

2 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
3 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys'
4 fees and expenses, respectively, incurred to prosecute the Actions.

5 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
6 for Defendants for at least one day during the PAGA Period.

7 1.19. "PAGA Period" means the period from September 14, 2021 through October 10, 2025, or
8 date of the Approval Order, whichever is sooner.

9 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

10 1.21. "PAGA Notice" means Plaintiff Derek Hanna, Jr.'s January 20, 2022, letter to Defendants
11 and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

12 1.22. "PAGA Penalties" mean the total amount of PAGA civil penalties to be paid from the
13 Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
14 LWDA in settlement of PAGA claims.

15 1.23. "Plaintiffs" mean Plaintiffs Derek Hanna, Jr., the named plaintiff in the Actions, and
16 C'Naisa Bey. PAGA Counsel will seek leave to amend the operative complaint in the
17 PAGA Action (LASC Case No. 22STCV36594) to add C'Naisa Bey as an additional
18 named plaintiff.

19 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA
20 Settlement.

21 1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5
22 below.

23 1.26. "Released Parties" means: Defendants Hollywood Park Management Company, LLC and
24 Hollywood Park Management Company II, LLC, and Stadco LA, LLC, Pincay RE
25 Member, LLC, Pincay RE, LLC, Stadco LA Member, LLC, Stadco LA Manager, LLC,
26 DataCo LA, LLC, Hollywood Park Foundation, Hollywood Park Land Company, LLC,
27 Hollywood Park Residential Holding Company, LLC, Hollywood Park Residential
28 Investors, LLC, Hollywood Park Retail Phase I, LLC, Hollywood Park Retail/Commercial

Holding Company, LLC, Hollywood Park Retail/Commercial Investors, LLC, Hollywood Park Studios, LLC, HP DistrictCo LA, LLC, HP Hotel RE, LLC, HP Master Tenant LA, LLC, HP ResidentialCo 2021, LLC, HP ResidentialCo 2023, LLC, HP Retail VenueCo, LLC, HP Retail VenueCo Member, LLC, HPMU11 LA, LLC, HPMU4 LA, LLC, HWP Culinary Investors, LLC, ConcessionCo Investors, LLC, KSE Stadco Member, LLC, LA Bowl, LLC, ParkingCo LA, LLC, Performance Company, LA, LLC, TechCo LA, LLC, Stockbridge Capital Group, LLC, Turner AECOM-Hunt NFL JV, Conventions Sports and Leisure International, LLC d/b/a Legends Project Development, Legends Hospitality, LLC, Kroenke Sports & Entertainment, LLC, Chargers Football Company, LLC, Blue & Gold Tenant, LLC, The Los Angeles Rams, LLC, LA Rams Tenant, LLC, the National Football League, the City of Inglewood, the County of Los Angeles, and their past and present parents, subsidiaries, affiliates, related entities and trusts, and each and any of their past and present agents, owners, members, officers, directors, shareholders, servants, independent contractors, insurers, third party administrators, employees, former employees, attorneys, heirs, trustees, executors, personal representatives, administrators, and assignees.

1.27. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.28. “Defendants” mean named Defendants Hollywood Park Management Company, LLC and Hollywood Park Management Company II, LLC, the named Defendants in the Actions.

2. RECITALS.

2.1. On January 20, 2022, Plaintiff Derek Hanna, Jr. (“Plaintiff Hanna”) commenced a Class Action in Los Angeles County Superior Court (Case No. 22STCV02395) by filing a Complaint alleging causes of action against Defendants for various violations of the California Labor Code.

2.2. Defendants removed the Class Action case to federal court on February 28, 2022. Upon Plaintiff Hanna’s motion to remand, the case was remanded to Los Angeles County

Superior Court on March 10, 2023. While the remand motion was pending, Plaintiff Hanna filed a separate PAGA-only complaint in Los Angeles Superior Court on November 18, 2022 (Case No. 22STCV36594)(the “PAGA Action”).

2.3. On July 19, 2023, the Court granted Defendants’ Motion to Compel Arbitration in both Class Action and PAGA Action, dismissed Plaintiff Hanna’s class claims in the Class Action, and stayed non-individual PAGA claims pending the outcome of the arbitration.

2.4. On September 11, 2023, Plaintiff Hanna initiated his individual arbitration with the American Arbitration Association. After some initial discovery, the Parties agreed to mediate the case on a PAGA-wide basis.

2.5. Plaintiff C’Naisa Bey retained Plaintiffs’ counsel for wage and hour and potential individual wrongful termination and retaliation claims. Pursuant to a tolling agreement with Defendants, Plaintiff C’Naisa Bey has not submitted a PAGA notice, filed a complaint, or initiated an individual arbitration. Plaintiffs will seek leave to amend the Operative Complaint in the PAGA Action to add Plaintiff C’Naisa Bey as an additional named Plaintiff.

2.6. Defendants deny the allegations in the Operative Complaints in the Actions, in Plaintiff Hanna’s arbitration demand, deny any failure to comply with the laws identified in in the Operative Complaints in the Action and/or Plaintiff Hanna’s arbitration demand and deny any and all liability for the causes of action alleged.

2.7. On July 24, 2025, the Parties participated in an all-day mediation presided over by Steven Serratore which led to this Agreement to settle the Actions.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$1,300,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim

as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$433,333.33 and a PAGA Counsel Litigation Expenses Payment not to exceed \$40,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: Plaintiffs' Enhancement Payments of \$10,000.00 to Plaintiff Derek Hanna, Jr. and \$5,000.00 to C'Naisa Bey. These payments are in addition to the payments to which each Plaintiff is entitled to as an Aggrieved Employee. Defendants will not oppose Plaintiffs' request for Plaintiffs' Enhancement Payments that do not exceed these amounts. If the Court approves a Plaintiffs' Enhancement Payment less than the amounts requested, the Administrator will

1 allocate the remainder to the Net Settlement Amount.

2 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
3 \$15,000.00 except for a showing of good cause and as approved by the Court. To
4 the extent the Administration Expenses are less, or the Court approves payment
5 less than \$15,000.00, the Administrator will retain the remainder in the Net
6 Settlement Amount.

7 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the
8 Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and
9 25% allocated to the Individual PAGA Payments.

10 3.2.4.1. The Administrator will calculate each Individual PAGA
11 Payment by (a) dividing the amount of the Aggrieved Employees'
12 25% share of PAGA Penalties by the total number of PAGA
13 Period Pay Periods worked by all Aggrieved Employees during
14 the PAGA Period and (b) multiplying the result by each
15 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
16 Employees assume full responsibility and liability for any taxes
17 owed on their Individual PAGA Payment.

18 3.2.4.2. Because this is a settlement of PAGA claims for civil penalties only, no
19 portion of the Gross Settlement Amount is allocated to unpaid wages. One
20 Hundred Percent (100%) of the payments for Plaintiffs' Enhancement
21 Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation
22 Expenses Payment, the Administration Expenses Payment, and the Net
23 Settlement Amount to be paid to the LWDA and Aggrieved Employees as
24 described in Section 3 above will be treated and reported for tax purposes
25 as non-wage payments and the PAGA Settlement Administrator will be
26 responsible for issuing IRS Forms 1099 as required.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Aggrieved Employee Pay Periods. Based on a review of their records as of July 24, 2025,
3 Defendants estimate there are 2,349 Aggrieved Employees who worked a total 54,210 of
4 PAGA Pay Periods.

5 4.2. Aggrieved Employee Data. Within thirty (30) days after the Effective Date, Defendants
6 will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft
7 Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must
8 maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data
9 only for purposes of this Settlement and for no other purpose, and restrict access to the
10 Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
11 Employee Data to effect and perform under this Agreement. If Defendants discover that
12 the Aggrieved Employee Data omitted employee identifying information, Defendants must
13 provide corrected or updated Aggrieved Employee Data to the Administrator as soon as
14 reasonably feasible.

15 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
16 Amount by transmitting the funds to the Administrator no later than thirty (30) days after
17 the Effective Date.

18 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendants
19 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
20 PAGA Payments, Plaintiffs' Enhancement Payments, the LWDA PAGA Payment, the
21 Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA
22 Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment
23 and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
24 Individual PAGA Payments.

25 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
26 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
27 face of each check shall prominently state the date (not less than 180 days after the
28 date of mailing) when the check will be voided. The Administrator will cancel all

1 checks not cashed by the void date. Before mailing any checks, the Settlement
2 Administrator must update the recipients' mailing addresses using the National
3 Change of Address Database.

4 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
5 Aggrieved Employees whose checks are returned undelivered without USPS
6 forwarding address. Within seven (7) days of receiving a returned check the
7 Administrator must re-mail checks to the USPS forwarding address provided or to
8 an address ascertained through the Aggrieved Employee Address Search. The
9 Administrator need not take further steps to deliver checks to Aggrieved
10 Employees whose re-mailed checks are returned as undelivered. The Administrator
11 shall promptly send a replacement check to any Aggrieved Employee whose
12 original check was lost or misplaced, requested by the Aggrieved Employee prior
13 to the void date.

14 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
15 and cancelled after the void date, the Administrator shall transmit the funds
16 represented by such checks to the State of California Unclaimed Property Fund and
17 held pursuant to the Unclaimed Property Law, California Civil Code section 1500,
18 *et seq.*, for the benefit of the Aggrieved Employees who did not cash their checks
19 until such time that they claim their property. Parties agree that this disposition
20 results in no "unpaid residue" under California Civil Procedure Code section 384,
21 and therefore, that Defendants will not be required to pay any interest on such
22 amounts.

23
24 **5. RELEASES OF CLAIMS.**

25 Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs
26 and PAGA Counsel will release claims against all Released Parties as follows:

27 5.1. Plaintiffs' Release.

28 5.1.1. Scope of Plaintiffs' Release. Plaintiffs and their respective former and present

1 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
2 administrators, successors, and assigns generally, release and discharge Released
3 Parties from all claims, transactions, or occurrences related to their employment
4 including all claims alleged in the Actions, including, but not limited to: (a) all
5 claims that were, or reasonably could have been, alleged, based on the facts
6 contained in the Operative Complaints in the Actions and the PAGA Notice,
7 including but not limited to claims for failure to pay employees for all hours
8 worked, including all minimum wages and overtime wages, failure to provide
9 employees with timely and duty-free meal period, failing to maintain accurate
10 records of all meal periods taken or missed, failing to pay an additional hour's pay
11 for each workday a meal period violation occurred, failure to authorize and permit
12 employees to take timely and duty-free rest periods, failure to pay an additional
13 hour's pay for each workday a rest period violation occurred, failure to indemnify
14 business expenses incurred, willfully failing to pay employees all minimum wages,
15 overtime wages, meal period premium wages, and rest period premium wages due
16 within the time period specified by California law when employment terminates,
17 failure to maintain accurate records of hours that employees worked, and failure to
18 provide employees with accurate, itemized wage statements containing all the
19 information required by the California Labor Code and IWC Wage Orders
20 ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions
21 to enforce this Agreement, or to any claims for vested benefits, unemployment
22 benefits, disability benefits, social security benefits, or workers' compensation
23 benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover
24 facts or law different from, or in addition to, the facts or law that Plaintiffs now
25 know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be
26 and remain effective in all respects, notwithstanding such different or additional
27 facts or Plaintiffs' discovery of them.

28 5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of

1 Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions,
2 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
3 reads:

4 **A general release does not extend to claims that the creditor or**
5 **releasing party does not know or suspect to exist in his or her favor**
6 **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.

7 5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
8 behalf of themselves and their respective former and present representatives, agents,
9 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
10 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
11 on the PAGA Period facts stated in the Operative Complaint in the PAGA Action and the
12 PAGA Notice, including but not limited to claims for failure to pay employees for all hours
13 worked, including all minimum wages and overtime wages, failure to provide employees
14 with timely and duty-free meal period, failing to maintain accurate records of all meal
15 periods taken or missed, failing to pay an additional hour's pay for each workday a meal
16 period violation occurred, failure to authorize and permit employees to take timely and
17 duty-free rest periods, failure to pay an additional hour's pay for each workday a rest
18 period violation occurred, failure to indemnify business expenses incurred, willfully failing
19 to pay employees all minimum wages, overtime wages, meal period premium wages, and
20 rest period premium wages due within the time period specified by California law when
21 employment terminates, failure to maintain accurate records of hours that employees
22 worked, and failure to provide employees with accurate, itemized wage statements
23 containing all the information required by the California Labor Code and IWC Wage
24 Orders.

25 5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former
26 attorneys, employees, agents, successors and assigns the Released Parties from all claims
27 for fees incurred in connection with the Actions and the PAGA Notice.
28

1 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

2 PAGA Counsel will prepare the application or motion for approval of this Settlement and Defense
3 Counsel will have an opportunity to comment and/or make revisions to the application or motion for
4 approval of this Settlement.

5 6.1. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
6 responsible for expeditiously finalizing and filing the application or motion for approval of
7 this Settlement as soon a practicable. and, if necessary, obtaining a prompt hearing date for
8 the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is
9 responsible for delivering the Court’s Preliminary Approval to the Administrator.

10 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
11 motion for approval of this Settlement and/or the supporting declarations and documents,
12 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
13 Parties by meeting in person or by telephone, and in good faith, to resolve the
14 disagreement. If the Court does not grant the motion for approval of this Settlement or
15 conditions its approval on any material change to this Agreement, PAGA Counsel and
16 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
17 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy
18 the Court’s concerns.

19
20 **7. SETTLEMENT ADMINISTRATION.**

21 7.1. Selection of Administrator. The Parties have jointly selected CPT Group Class Action
22 Administrators to serve as the Administrator and verified that, as a condition of
23 appointment, CPT Group Class Action Administrators agrees to be bound by this
24 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
25 exchange for payment of Administration Expenses. The Parties and their Counsel
26 represent that they have no interest or relationship, financial or otherwise, with the
27 Administrator other than a professional relationship arising out of prior experiences
28 administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1 Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 2,349 Aggrieved Employees who worked 54,210 Pay Periods during the PAGA Period.

8.2. If it is determined that the Pay Periods through the PAGA Period is more than 10% greater than this number (i.e., if there are more than 59,631 actual Pay Periods during the PAGA Period), then Defendant shall have the option of either (i) increase the Gross Settlement Amount by \$21.80 per pay period (\$1,300,000 divided by 59,631) for each additional pay period in excess of 59,631 pay periods (the 10% escalation limit); or (ii) changing the end date of the PAGA Period to a date for which there are no more than 59,631 pay periods.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and

PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final..

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

1 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Actions and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
5 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
6 provided to PAGA Counsel by Defendants in connection with the mediation, other
7 settlement negotiations, or in connection with the Settlement, may be used only with
8 respect to this Settlement, and no other purpose, and may not be used in any way that
9 violates any existing contractual agreement, statute, or rule of court. Not later than ninety
10 (90) days after the Administrator discharges its obligation to pay out of all Settlement
11 funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of
12 PAGA Data received from Defendants unless, prior to the Administrator's payment of all
13 Settlement Funds, Defendants make a written request to PAGA Counsel for the return,
14 rather than the destructions, of PAGA Data.

15 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this
17 Agreement.

18 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
19 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 10.15. Notice. All notices, demands or other communications between the Parties in connection
23 with this Agreement will be in writing and deemed to have been duly given as of the third
24 business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:
26
27
28

To Plaintiffs:

Derek Hanna, Jr. and C’Naisa Bey
c/o MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017

To Defendants:

Hollywood Park Management Company, LLC and
Hollywood Park Management Company II, LLC
c/o FORD HARRISON LLP
350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

SIGNATURE PAGE TO FOLLOW

Plaintiff Derek Hanna, Jr.:

Dated: November 18, 2025

By: _____

Derek Hanna, Jr.

DocuSigned by:

Derek Hanna Jr

09E3660176E34C3...

Plaintiff C'Naisa Bey:

Dated: November 21, 2025

By: _____

C'Naisa Bey

Signed by:

C'Naisa Bey

7C1BDC6D4FF04D1...

Plaintiffs' Counsel:

Dated: November 21, 2025

MOON LAW GROUP, PC

By: _____

Kane Moon

Daniel Park

Attorneys for Plaintiffs

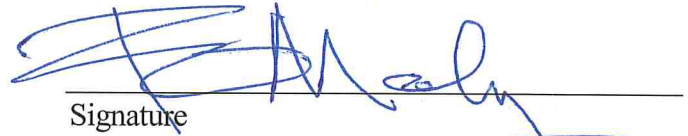
Daniel J. Park

(SIGNATURES CONTINUED ON NEXT PAGE)

1
2 **Defendant Hollywood Park Management Company, LLC:**

3 December
4 Dated: ~~November~~ 10, 2025

5 By: R. Otto Maly

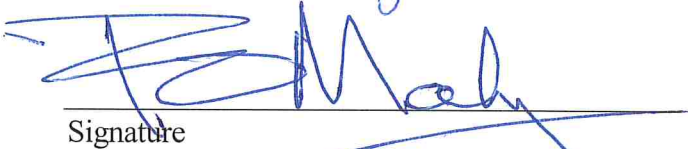
6 
7 Signature

8 Authorized Signatory
9 Title

10
11 **Defendant Hollywood Park Management Company II, LLC:**

12 December
13 Dated: ~~November~~ 10, 2025

14 By: R. Otto Maly

15 
16 Signature

17 Authorized Signatory
18 Title

19
20 **Defendants' Counsel:**

21 December 19
22 Dated: ~~November~~ 19, 2025

FORD HARRISON LLP

23 By: 

24 Daniel Chammas
25 Min K. Kim
26 Attorneys for Defendants