PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement," "Agreement," or "Settlement") is entered into by and between Mark Trahan ("Plaintiff"), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 1(c) below) and Celebrity Casinos Inc. dba Crystal Casino ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Definitions.** In addition to the other terms defined in this Settlement Agreement, the terms below have the following meaning:

(a) **Action.** The representative action and Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. §§ 2698 *Et Seq*., filed by Plaintiff against Defendant on October 20, 2025 entitled *Mark Trahan, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act v. Celebrity Casinos, Inc. dba Crystal Casino*, in Los Angeles Superior Court, Case No. 25STCV30655.

(b) **Agreement, Settlement Agreement, or Settlement.** This document titled the Private Attorneys General Act Settlement Agreement and Release.

(c) **Aggrieved Employees.** All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

(d) **Attorneys' Fees and Costs.** The amounts allocated to Plaintiff's Counsel for reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

(e) **Court.** The Court means the Superior Court of California, County of Los Angeles.

(f) **Defendant.** Celebrity Casinos, Inc. dba Crystal Casino.

(g) **Defense Counsel.** Christine Baran and Samantha E. Cardarelli of Fisher and Phillips LLP.

(h) **Effective Date.** The term "Effective Date" means when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Plaintiff's Counsel, and Defense Counsel; (2) Notice of the Settlement has been sent to the LWDA; (3) the Court has given approval of the Settlement; and (4) the Court has entered the Court's Order and Judgment.

(i) **Gross Settlement Amount.** The Gross Settlement amount means Two Hundred Thirty-Five Thousand Dollars and Zero Cents ($235,000.00) which is the total amount Defendant must pay under the Settlement, subject to Section 4(a)(6). The Gross

Settlement Amount will be used to pay the Service Award, the Attorneys' Fees and Costs, and the Settlement Administration Costs.

(j) **LWDA Notice.** The written notice submitted on behalf of Plaintiff to the California Labor and Workforce Development Agency against Defendant, dated August 13, 2025, LWDA-CM-1118547-25.

(k) **Net Settlement Amount or NSA.** The Net Settlement Amount means the amount remaining from the Gross Settlement Amount after deducting the Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs. The Net Settlement Amount shall be used to satisfy the claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Thirty-five (35%) of the NSA shall be allocated to the Aggrieved Employees ("Employees' Portion") and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Sixty-Five percent (65%) of the NSA shall be paid to the LWDA ("LWDA Payment").

(l) **Operative Complaint.** The governing Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. filed in the Action.

(m) **PAGA Released Claims.** Plaintiff, the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and the Released Parties of any and all claims for civil penalties under the PAGA, arising during the PAGA Period, alleged in the Action and LWDA Notice or that could have reasonably been alleged in the Action and LWDA Notice based on the factual allegations set forth therein, including claims for failure to pay overtime wages; failure to pay minimum wages; any claims for additional wages owed due to "off the clock" work; rounding and/or any other theory alleged in the Action and LWDA Notice; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; waiting time penalties; failure to pay timely wages during employment; wage statement violations; failure to keep and maintain accurate payroll records; failure to reimburse expenses; violations of California Labor Code §§ 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

(n) **PAGA List.** The term "PAGA List" means a complete list of all Aggrieved Employees through the PAGA Period that Defendant will diligently and in good faith compile from its records and provide the Settlement Administrator containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of employment; and (vi) number of Pay Periods.

(o) **PAGA Period.** The period August 13, 2024 through January 28, 2026.

(p) Plaintiff. "Plaintiff" means Mark Trahan.

(q) Plaintiff's Counsel. Blackstone Law, APC.

(r) Released Parties. Defendant and all of its past, present, and future parents, predecessors, successors, and their current and former officers, directors, members, employees, and agents.

(s) Service Award. The amount to be paid to Plaintiff, in recognition of his efforts and work in prosecuting the Action and LWDA Notice on behalf of the Aggrieved Employees.

(r) Settlement Administration Costs. The amount to be paid to the Settlement Administrator for the costs of administration of the Settlement from the Gross Settlement Amount not to exceed the estimate provided by the Settlement Administrator.

(s) Settlement Administrator. The third-party administrator agreed upon by the Parties to administer this Settlement is ILYM Group, Inc.

2. **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 approximately September 2024 through April 2025.

(b) On August 13, 2025, Blackstone Law, APC ("Plaintiff's Counsel") submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*. ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1118547-25 ("LWDA Notice");

(c) On August 18, 2025, Plaintiff filed a Class Action Complaint against Defendant entitled *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court Case No. 25STCV24346 (the "Class Action").

(d) On October 20, 2025, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court Case No. 25STCV30655 ("Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA for violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders;

(e) On December 17, 2025, the Parties mediated the Action as defined above in the Definitions above, with Brandon McKelvey, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(f) On January 16, 2026, the Class Action was dismissed without prejudice.

(g) 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 the Action and PAGA Released Claims (as defined above).

3. **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 Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Defendant generally and specifically denies any and all liability or wrongdoing with any of the claims alleged in the Action or that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Defendant further makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for representative treatment. Defendant asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted. Except as necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Nor shall anything in this Agreement be construed or deemed an admission that the Action was properly brought. Finally, nothing in this Agreement or in the Court's approval of the Settlement and/or Order and Judgment shall be deemed a waiver of Defendant's right to enforce the arbitration agreements of Aggrieved Employees in the future.

4. **Consideration.**

(a) Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is Two Hundred Thirty-Five Thousand Dollars and Zero Cents ($235,000.00), subject to Section 4(a)(6), to resolve the Action and the PAGA Released Claims (as defined above), which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five (35%) of the Gross Settlement Amount, (i.e., $82,250.00 if the Gross Settlement Amount is $235,000.00), and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest. If the Attorneys' Fees and Costs are not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will increase the Net Settlement Amount by that amount.

(2) A service award of up to the amount of Five Thousand Dollars and Zero Cents ($5,000.00) ("Service Award") to Plaintiff, which Defendant will not contest. If the Service Award is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will increase the Net Settlement Amount by that amount.

(3) Settlement administration costs up to the amount of Four Thousand Four Hundred Fifty Dollars and Zero Cents ($4,450.00) ("Settlement Administration Costs") to the Settlement Administrator. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be relocated to the Net Settlement Amount.

(4) The amounts stated in Sections 4(a)(1) – 4(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Sixty-five percent (65%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining thirty-five percent (35%) will be distributed to Aggrieved Employees. The thirty-five percent (35%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the "Employees' Portion."

(6) Defendant represents that the Aggrieved Employees worked approximately 8,920 applicable pay periods during the period August 13, 2024 to December 17, 2025, the date of mediation. If it is determined that the total number of Pay Periods worked by the Aggrieved Employees during the PAGA Period actually exceeds 8,920 by more than 10% (i.e., if the Pay Periods exceed 9,812), then Defendant shall at its option, either (a) increase the Gross Settlement Amount proportionally by the Pay Periods in excess of the 10% threshold; or (b) elect to change the PAGA Period end date to the date in which the number of Pay Periods reaches 8,920. Under option (a) an increase by more than 10% shall mean should the number of Pay Periods increase by more than 10% through the PAGA Period, this will increase the Gross Settlement Amount proportionally over the 10% increase. For example, if the number of Pay Periods increase by 11% through the PAGA Period, and Defendant elects option (a) set forth above, then the Gross Settlement Amount shall increase by 1%. Conversely, should the total number of Pay Periods worked by the Aggrieved Employees during the PAGA Period actually be under 8,920, then the Parties agree to change the PAGA Period end date forward to the date in which the number of Pay Periods reaches 8,920. To avoid any uncertainty as to the PAGA Period end date, the Parties and/or the Settlement Administrator must verify the Pay Period total and confirm the end date of the PAGA Period prior to the filing of the motion for approval. For clarity, Defendant may only choose

option (b) prior to the filing of the motion for approval. Should it be found, after the filing of the motion for approval, that the number of Pay Periods increased by more than 10% through the PAGA Period, then the Gross Settlement Amount will increase proportionally over the 10% increase (i.e., option (b) would not be available).

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, Service Award, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 4(a)(1-5) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

5. **<u>Approval and Implementation of the PAGA Settlement</u>.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 4(a)(1-5) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Defense Counsel for review. Defense Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void, and the Parties will have no obligations under it. The sum of the Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs shall be determined by the Court. The Court's approval or denial of any amount requested for these items is not a condition of this Agreement and shall be considered separate and apart from the fairness, reasonableness, and adequacy of this Agreement. Any order or proceeding relating to an application for the Attorneys' Fees and Costs, Service Award, or Settlement Administration Costs shall not operate to terminate or cancel this Agreement.

(e) Notwithstanding any other provision of this Settlement Agreement, each of the Parties shall retain the right, in the exercise of their sole discretion, to unilaterally withdraw from and terminate the Settlement if the Court makes or orders material changes to the Basic Settlement Terms. For purposes of this provision, Basic Settlement Terms include: the Gross Settlement Amount (excluding any potential increase pursuant to the Escalator Clause), the Escalator Clause and/or the PAGA Period and associated PAGA Released Claims. Should the Court initially deny approval and/or require supplemental briefing, and/or require material changes to the Basic Settlement Terms, the Parties will first attempt, in good faith to resolve such issues, prior to terminating the Settlement. If, however, the Parties cannot come to a mutual agreement in relation to the Court's ruling, then the Parties shall retain the right, in the exercise of their sole discretion, to unilaterally withdraw from and terminate the Settlement.

(f) Plaintiff and Defendant, and each of them, waive any and all claims for fees, costs, indemnity or contribution against Plaintiff, Plaintiff's Counsel, Defendant, or Defendant's Counsel in the Action other than as provided herein. Notwithstanding the foregoing, in the event that one or more of the Parties institutes any legal action or other proceeding against the other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs in connection with any enforcement action.

6. **Payment of the Gross Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 4(a)(1-5) above shall be made by Defendant by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 35% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator the PAGA List as defined above.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the PAGA List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the PAGA List and Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than seven (7) calendar days after the Settlement Administrator receives the PAGA List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the PAGA List and Gross Settlement Amount, the Settlement Administrator shall transmit the Service Award to Plaintiff.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the PAGA List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the PAGA List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

7. **<u>Release of Claims by Plaintiff, the State of California, and the Aggrieved Employees</u>.**

(a) <u>PAGA Released Claims</u>. As of the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to the Aggrieved Employees, and Aggrieved Employees shall fully and finally release and discharge Released Parties from the PAGA Released Claims.

(b) <u>Plaintiff's Comprehensive General Release of Claims</u>. As of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on behalf of his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally releases and discharges the Released Parties from any and all charges, complaints, claims, debts, liabilities, promises, agreements, controversies, actions, suits, rights, demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, or that might have been asserted, whether in tort, contract, equity, or otherwise which Plaintiff, at any time prior to the execution of this Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from his employment, payment of wages during that employment and/or separation of employment with the Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Specifically, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered.

8. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and said provision cannot be modified to be enforceable, that provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. 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 attorneys' fees and costs from the non-prevailing Party.

9. **Confidentiality.** Plaintiff agrees that Plaintiff or Plaintiff's Counsel have not and will not publish details about the Settlement, apart from required Court filings and LWDA reporting. In response to any inquiries, Plaintiff will state that "the case was resolved". Plaintiff's Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Plaintiff's Counsel can discuss the Settlement with Plaintiff and the Aggrieved Employees, and in any filings with the Court. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

10. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) The Parties agree that the Court shall retain continuing jurisdiction over the Action under CCP 664.6 to ensure the continuing implementation of the provisions of this Settlement.

(c) 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 transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(d) 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.

(e) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Brandon McKelvey, Esq. 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, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(f) If Plaintiff or Defendant fail 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. This Settlement Agreement remains in full force and effect anyway.

(g) Plaintiff represents that prior to or at the same time he files a Motion for Approval of the Settlement, he will give notice of this Agreement and proposed Settlement to the LWDA as required by California Labor Code section 2699(s)(2).

(h) As of the Effective Date and full funding of the Gross Settlement Amount, this Settlement shall serve to preclude Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including but not limited to, any and all Aggrieved Employees during the PAGA Period, from pursuing or obtaining civil penalties under the California Labor Code §§ 2698, *et seq.*, against the Released Parties based on the PAGA Released Claims.

HAVING ELECTED TO EXCECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

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

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PLAINTIFF MARK TRAHAN

Dated: 04/09/2026

Mark Trahan

DEFENDANT CELEBRITY CASINOS, INC. dba CRYSTAL CASINO

Dated: ____________________

By:

Haig Kelegian (Apr 11, 2026 11:13:33 PDT)

Haig Kelegian
On behalf of Celebrity Casinos, Inc. dba Crystal Casino

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: April 9, 2026

Alexandra Rose
Attorneys for Plaintiff Mark Trahan

FISHER & PHILLIPS LLP

Dated: April 10, 2026

Christine D. Baran
Attorneys for Defendant Celebrity Casinos, Inc. dba Crystal Casino

<u>**Exhibit A**</u>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino.*, Los Angeles County Superior Court Case No. 25STCV30655

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court Case No. 25STCV30655 ("Action").

The lawsuit was filed on October 20, 2025 by Mark Trahan ("Plaintiff") against his former employer Celebrity Casinos, Inc. dba Crystal Casino ("Defendant"), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on August 13, 2025, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1118547-25 ("LWDA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period August 13, 2024 through January 28, 2026 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount and entry of the Order and Judgment>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the PAGA Released Claims.

> "Released Parties" means Defendant and all of its past, present, and future parents, predecessors, successors, and their current and former officers, directors, members, employees, and agents.
>
> "PAGA Released Claims" means Plaintiff, the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and the Released Parties of any and all claims for civil penalties under PAGA, arising during the PAGA Period, alleged in the Action and LWDA Notice or that could have reasonably been alleged in the Action and LWDA Notice based on the facts and allegations set forth therein, including but

not limited to claims for failure to pay overtime wages; failure to pay minimum wages; any claims for additional wages owed due to “off the clock” work; rounding and/or any other theory alleged in the Action and LWDA Notice; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; waiting time penalties; failure to pay timely wages during employment; wage statement violation; failure to keep and maintain accurate payroll records; failure to reimburse expenses; violation of California Labor Code §§ 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

2026.04.09 PAGA Settlement (signed by P, AR and CB)

Final Audit Report 2026-04-11

Created:	2026-04-10
By:	Lisa Hamusek (lmhamusek@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd9S9WJRJOLmRO0Z1eHcXkWDKJkAUMkHh

"2026.04.09 PAGA Settlement (signed by P, AR and CB)" History

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