

PAGA SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Leigha Scharsch (“Plaintiff”) and defendant VICI Collection, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the action Plaintiff filed against Defendant captioned “*LEIGHA SCHARSCH, on behalf of the State of California and all Aggrieved Employees, Plaintiff, v. VICI COLLECTION, LLC, a Delaware Limited Liability Company; and DOES 1-100, inclusive, Defendants,*” case number C24-02031, initiated on August 1, 2024, and pending in the Superior Court of the State of California, County of Contra Costa.

1.2. “Administrator” means Simpluris, 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” or "Aggrieved Employees" means all non-exempt, hourly workers of Defendant in the State of California at any time between May 28, 2023 and January 31, 2025, inclusive.

1.5. “Aggrieved Employee Data” means Aggrieved Employees' identifying information in Defendant’s possession, including the name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

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. “Approval Order” means the proposed Court order granting approval of this PAGA Settlement.

1.8. “Court” means the Superior Court of California, County of Contra Costa.

1.9. “Defendant” means VICI Collection, LLC.

1.10. “Defense Counsel” means Newmeyer & Dillion LLP.

1.11. “Effective Date” means two (2) business days after notice is provided to Defendant and/or Defense Counsel of the Court entering a Judgment on its Order Approving the PAGA Settlement.

1.12. “Gross Settlement Amount” means two hundred thousand dollars and no cents (\$200,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Section 8 below, in full settlement of the Action. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and Administration Expenses Payment.

1.13. “Individual PAGA Payment” or "Individual PAGA Payments" means an Aggrieved Employee’s pro rata share of twenty five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period based upon the equation in Paragraph 3.4.2.1.

1.14. “Judgment” means the judgment entered by the Court based upon the Court’s approval of the Settlement.

1.15. “LWDA” means the California Labor and Workforce Development Agency.

1.16. “LWDA PAGA Payment” means the seventy five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and Administration Expenses Payment. The remainder (i.e., the Net Settlement Amount) is to be allocated as follows: seventy five percent (75%) to the LWDA PAGA Payment; and twenty five percent (25%) allocated to Aggrieved Employees as Individual PAGA Payments.

1.18. “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as Exhibit A, explaining the Settlement to Aggrieved Employees, which will accompany each settlement check.

1.19. “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.).

1.20. “PAGA Counsel” means Crosner Legal, PC, the attorneys representing Plaintiff in the Action.

1.21. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.

1.22. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.

1.23. "PAGA Notice" means Plaintiff's PAGA letter sent on May 21, 2024, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.24. "PAGA Pay Period" or "PAGA Pay Periods" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.25. "PAGA Penalties" means the amounts to be paid to the Aggrieved Employees and LWDA from the Net Settlement Amount, allocated twenty five percent (25%) to the Aggrieved Employees and seventy five percent (75%) to the LWDA.

1.26. "PAGA Period" means the period from May 28, 2023 to January 31, 2025, inclusive.

1.27. "PAGA Representative" and "Plaintiff" mean Leigha Scharsch, the named plaintiff in the Action.

1.28. "PAGA Representative Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.29. "Released PAGA Claims" means the claims being released by the Plaintiff, Aggrieved Employees, and PAGA Counsel, as described in Section 5 below.

1.30. "Released Parties" means: Defendant and all of its present and former directors, officers, shareholders, owners, members, managers, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.31. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On May 21, 2024, Plaintiff sent a PAGA Notice to Defendant and the LWDA indicating her intention to pursue a PAGA action to recover civil penalties for various purported wage and hour violations of the California Labor Code.

2.2. On August 1, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for various purported wage and hour violations of the California Labor Code, including unpaid minimum and overtime wages, meal period violations, rest period violations, failure to provide suitable resting facilities, inaccurate wage statements, unlawful deductions, failure to produce employment records, inaccurate records, failure to provide written quota descriptions, unreimbursed business expenses, sick leave violations, reporting time ay violations, seating violations, failure to pay vested vacation/paid time off, failure to timely pay all wages upon separation of employment, failure to pay final wages at the proper place, unlawful agreements, unlawful inquiries into criminal history, unlawful PAGA waiver, unlawful meal period waivers, statutory wage violations, refusal to make payment, standard conditions of labor violations, in violation of Labor Code sections 201-203, 208, 210, 212, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233-234, 245-248.6, 256, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2699, 2699.3, 2802, 2804,

2810.5, 6400-6404, 6406-6407, 6409.6, and 6432, and all applicable Industrial Welfare Commission Wage Orders, as further set forth in the complaint.

2.3. On October 28, 2024, Plaintiff filed her first amended complaint based on the same alleged violations set forth in paragraph 2.2 above.

2.4. On December 10, 2024, the Court granted Defendant's request for an early evaluation conference and stay of the Action pursuant to Labor Code section 2699.3.

2.5. On January 22, 2025, the Parties participated in an all-day mediation presided over by Todd Smith, Esq., which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery, Defendant's wage and hour policies, as well as time and payroll data related to the Aggrieved Employees.

2.7. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Section 8 below, Defendant promises to pay two hundred thousand dollars and no cents (\$200,000.00) and no more as the Gross Settlement Amount. Defendant has 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 form as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 Approval Order:

3.2.1. To Plaintiff: A PAGA Representative Payment to Plaintiff of not more than ten thousand dollars (\$10,000) (in addition to any Individual PAGA Payment the Plaintiff is entitled to as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Payment up to this amount. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for the PAGA Representative Payment. If the Court approves a PAGA Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Payment.

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is sixty six thousand six hundred sixty six dollars and sixty seven cents (\$66,666.67) and PAGA Counsel Litigation Expenses Payment of not more than eleven thousand dollars and no cents (\$11,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As

part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for the 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 retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other counsel representing Plaintiff arising from or relating in any way to the Action, including, but not limited to, any claim to any portion of 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: An Administration Expenses Payment of not more than four thousand dollars (\$4,000) as approved by the Court. If the Court approves an Administration Expenses Payment less than the amounts requested, or the Administrator's actual expenses are less than the Administration Expenses Payment approved by the Court, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: The Net Settlement Amount will be allocated as follows: seventy five percent (75%) to the LWDA PAGA Payment and twenty five percent (25%) to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) subtracting from the Net Settlement Amount the seventy five percent (75%) of such Net Settlement Amount allocated to the LWDA PAGA Payment, (b) dividing the remainder of the Net Settlement Amount (i.e., the difference) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (c) multiplying the result (i.e., the quotient) by each Aggrieved Employee's PAGA Pay Periods. The Administrator will pay the Aggrieved Employees using IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there were 151 Aggrieved Employees who worked a total of 2,935 PAGA Pay Periods from May 28, 2023 through January 5, 2025.

4.2. Aggrieved Employee Data. Within thirty (30) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator only in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform the Administrator's duties under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which

Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

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

4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, in addition to the claims being released by all Aggrieved Employees, will and hereby does release and forever discharge the Released Parties to the fullest extent permitted by law, of and from any and all claims, rights, demands, liabilities, actions, suits, attorneys' fees, costs, damages, judgments, orders, penalties, interest, and causes of action, known and unknown, asserted and not asserted, suspected or not suspected, of any kind, which Plaintiff has or may have against the Released Parties at any time from the beginning of time until and including January 31, 2025 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences after January 31, 2025. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2. Release by Aggrieved Employees. All Aggrieved Employees, together and individually, shall fully and forever release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, all of the Released Parties, and each of them, from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the alleged facts and Labor Code violations stated in the operative complaint, and the PAGA Notice.

5.2.1. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude themselves from the Settlement and the associated release of claims and rights under the PAGA.

5.3. Release by PAGA Counsel. PAGA Counsel release on behalf of itself and its present and former directors, officers, shareholders, owners, members, managers, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, the Released Parties from any and all claims for attorneys' fees or costs, including, but not limited to, PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, incurred in connection with the Action, including, but not limited to, the operative complaint, the PAGA Notice, and the facts stated in the operative complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1. Plaintiff's Responsibilities. Plaintiff will obtain a hearing before the Court to request approval of the Agreement, the Settlement, and the entry of an Approval Order. In conjunction with the approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of PAGA Settlement, attached as Exhibit A. Plaintiff's Counsel will be responsible for drafting all documents necessary to obtain approval. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including, but not limited to: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Aggrieved Employee Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) if necessary, a signed declaration from Plaintiff in support of the PAGA Representative Payment; (v) if necessary, a signed declaration from Plaintiff's Counsel in support of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment; and (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel shall provide Defense Counsel a draft copy of the application or motion for approval of this Settlement no later than seven (7) days before filing it with the Court. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.

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

6.4. Amended Complaint. If the Court requires that the operative complaint be amended, including with respect to the allocation of PAGA Penalties between the LWDA and Aggrieved Employees, Plaintiff and PAGA Counsel shall timely file an amended complaint that complies with the Court's order (as applicable) and bear all fees and costs associated with filing of the same.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound

by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities, if any.

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 section 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 its records, Defendant estimates that, as of January 5, 2025, there were 151 Aggrieved Employees who worked 2,935 Pay Periods from May 28, 2023 through January 5, 2025.

8.2. The Gross Settlement Amount was agreed upon based on Defendant’s representations of the total number of Pay Periods in the PAGA Period. If the number of Pay Periods worked by Aggrieved Employees during the PAGA Period is greater than 3,228 pay periods, then Defendant will proportionally increase the Gross Settlement Amount according to the following formula: $\text{Proportionally Increased Gross Settlement Amount} = [\text{Total number of pay periods} \div 3,228] \times \$200,000$.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, 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.

9.1. 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, except as to matters that do not affect the amount of the Net Settlement Amount.

9.2. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless

expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the PAGA Representative Payment or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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 Defendant that any of the allegations in the operative complaint 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. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action 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 Plaintiff and Defendant, 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 Settlement 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 and 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 Plaintiff, PAGA Counsel, Defendant, 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 and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns 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.

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

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

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

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

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

To Plaintiff:

Brandon Brouillette; bbrouillette@crosnerlegal.com
Raymond Wendell; rwendell@crosnerlegal.com
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
(866) 276-7637

To Defendant:

Jason L. Morris; Jason.Morris@ndlf.com
Tara C. Dudum; Tara.Dudum@ndlf.com
Andrea S. Nguyen; Andrea.Nguyen@ndlf.com
Newmeyer & Dillion LLP
2033 N. Main Street, Suite 500
Walnut Creek, CA 94596
(925) 988-3200

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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

10.19 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

10.20 No Public Comment: Prior to issuance of the Approval Order, the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

10.21 Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

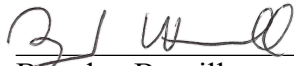
constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

Executed on 02 / 21 / 2025

By: 
Plaintiff, Leigha Scharsch

CROSNER LEGAL, P.C.

Executed on 02/21/2025

By: 
Brandon Brouillette
Raymond Wendell
Attorneys for Plaintiff

Executed on _____

By: _____
Defendant, VICI Collection, LLC

NEWMAYER & DILLION LLP

Executed on _____

By: _____
Jason L. Morris
Tara C. Dudum
Andrew S. Nguyen
Attorneys for Defendant VICI Collection,
LLC

constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

Executed on _____

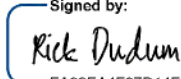
By: _____
Plaintiff, Leigha Scharsch

CROSNER LEGAL, P.C.

Executed on _____

By: _____
Brandon Brouillette
Raymond Wendell
Attorneys for Plaintiff

Executed on 2/21/2025

By: 
Signed by: FA89EA4F87D14FC...
Defendant, VICI Collection, LLC

NEWMeyer & DILLION LLP

Executed on 2/21/2025

By: 
Jason L. Morris
Tara C. Dudum
Andrew S. Nguyen
Attorneys for Defendant VICI Collection, LLC

EXHIBIT A

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE OF CLAIMS

[INSERT DATE OF MAILING]

[INSERT FIRST & LAST NAME]

[INSERT ADDRESS – LINE 1]

[INSERT ADDRESS – LINE 2]

Dear [INSERT FIRST & LAST NAME],

You are receiving the enclosed check as a result of a court-approved settlement in *Leigha Scharsch v. VICI Collection, LLC*, Superior Court of California, County of Contra Costa, Case No. C24-02031 (the “Lawsuit”).

In the Lawsuit, Plaintiff Leigha Scharsch (“Plaintiff”) asserted claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698 *et seq.*, against Defendant VICI Collection, LLC (“Defendant”). Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other similarly situated aggrieved employees. She alleged that Defendant failed to provide meal and rest breaks, pay adequate wages as required by law, furnish accurate wage statements, and follow other provisions of the California Labor Code. Defendant denies each of these claims and contends that it complied with California law in all respects.

The Court has not made a determination about Plaintiff’s allegations. Instead, the parties reached a settlement. Under the settlement, Defendant will pay a total of \$200,000 to resolve Plaintiff’s claims, which will cover PAGA penalties, Plaintiff’s award, attorneys’ fees, and the costs and expenses of litigation and settlement. In accordance with California law, 75% of the PAGA penalties are paid to the State of California, and the remaining 25% are distributed to a group of current and former employees of Defendant known as the “Aggrieved Employees.” The Court approved the settlement on [INSERT DATE].

The Aggrieved Employees are defined as all non-exempt, hourly employees of Defendant in the State of California at any time from May 28, 2023 through January 31, 2025. You have been identified as an eligible Aggrieved Employee. Each individual PAGA payment was calculated proportionally based on the number of pay periods worked by each Aggrieved Employee between May 28, 2023 and January 31, 2025 (the “PAGA Period”) relative to the number of pay periods worked by all Aggrieved Employees during the PAGA Period. Defendant’s records show that you worked [INSERT NUMBER] pay periods during the PAGA Period.

The enclosed check is your portion of the settlement. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You will receive an IRS 1099 Form for this payment amount. You should seek the advice of a tax professional for any tax issues or questions related to this payment. Defendant will not retaliate or take adverse action against you for cashing the settlement check.

In exchange for the payments, the settlement releases Aggrieved Employees’ claims against Defendant and its current and former directors, officers, shareholders, owners, members, managers, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, from all claims seeking civil penalties under California Labor Code sections 2698 *et seq.*, arising between May 28, 2023 and January 31, 2025, from the facts alleged, or that reasonably could have been alleged, in the Lawsuit and Plaintiff’s PAGA letter sent to the LWDA on May 21, 2024. You will be bound by the release.

Questions? Call the Settlement Administrator toll free at [PHONE NUMBER]

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE ABOUT THIS NOTICE.

AMENDMENT NO. 1 TO PAGA SETTLEMENT AGREEMENT AND RELEASE

This Amendment No. 1 to PAGA Settlement Agreement and Release (the "Amendment") is made by and between Plaintiff Leigha Scharsch ("Plaintiff") and Defendant VICI Collection LLC ("Defendant") to amend the PAGA Settlement Agreement and Release entered into between Plaintiff and Defendant on February 21, 2025 (the "Agreement") as set forth herein. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. Except as amended herein, all other terms of the Agreement remain unchanged.

WHEREAS, the purpose of the Agreement is to resolve the action Plaintiff filed against Defendant captioned "*LEIGHA SCHARSCH, on behalf of the State of California and all Aggrieved Employees, Plaintiff, v. VICI COLLECTION, LLC, a Delaware Limited Liability Company; and DOES 1-100, inclusive, Defendants,*" case number C24-02031, initiated on August 1, 2024, and pending in the Superior Court of the State of California, County of Contra Costa;

WHEREAS, Section 3.2.1 of the Agreement provides that Plaintiff's counsel may recover up to \$11,000 from the Gross Settlement Amount for reimbursement of PAGA Counsel Litigation Expenses, subject to the Court's approval;

WHEREAS, on February 25, 2025, Plaintiff's counsel realized that, due to a systems error, the language of Section 3.2.1 had been inadvertently based on an underestimate of litigation expenses, and that Plaintiff's counsel's actual litigation expenses exceeded the \$11,000 provided for in the Agreement;

WHEREAS, Section 10.7 of the Agreement provides that the Agreement, or any part of it, may be amended or modified by an express written instrument signed by all Parties or their representatives, and approved by the Court;

NOW, THEREFORE, the Parties hereby agree, subject to the Court's approval, that Section 3.2.1 of the Agreement is modified as follows:

1. PAGA Counsel may recover a PAGA Counsel Litigation Expenses Payment from the Gross Settlement Amount of not more than fifteen thousand dollars and no cents (\$15,000.00); and
2. Defendant will not oppose a request for Court approval of a PAGA Counsel Litigation Expenses Payment of PAGA Counsel's actual litigation expenses, provided that the request does not exceed fifteen thousand dollars and no cents (\$15,000.00).

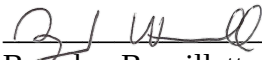
[SIGNATURES ON FOLLOWING PAGE]

Executed on 03 / 04 / 2025

By: 
Plaintiff, Leigha Scharsch

CROSNER LEGAL, P.C.

Executed on 03/04/2025

By: 
Brandon Brouillette
Raymond Wendell
Attorneys for Plaintiff

Executed on 3/3/2025

By:  CEO
Defendant, VICI Collection, LLC

NEWMAYER & DILLION LLP

Executed on March 3, 2025

By: 
Jason L. Morris
Tara C. Dudum
Andrew S. Nguyen
Attorneys for Defendant VICI Collection,
LLC