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*Attorneys for* Plaintiffs MANUEL HERNANDEZ  
and OWEN WILLIAMS, individually, and on behalf of  
other similarly situated employees and aggrieved employees  
pursuant to the California Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

MANUEL HERNANDEZ and OWEN  
WILLIAMS, individually, and on behalf of  
other similarly situated employees and  
aggrieved employees pursuant to the  
California Private Attorneys General Act,

Plaintiffs,

vs.

DHC PS HOLDINGS LLC; DAVIDSON  
HOTEL COMPANY LLC dba DAVIDSON  
HOSPITALITY GROUP; AGRE DCP PALM  
SPRINGS TENANT LLC dba  
MARGARITAVILLE RESORT PALM  
SPRINGS; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24CV079333

Honorable Patrick McKinney  
Department 18

**[REVISED PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Reservation ID: 181009804453  
Date: December 3, 2025  
Time: 1:30 p.m.  
Dept.: 18

Complaint Filed: June 11, 2024  
FAC Filed: November 27, 2024  
Trial Date: Not Set

1 **[REVISED PROPOSED] ORDER**

2 On December 3, 2025 at 1:30 p.m. in Department 18 of the above-captioned Court located at  
3 1221 Oak Street, Oakland, California 94612, Plaintiffs Manuel Hernandez and Owen Williams's  
4 (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came  
5 on for hearing before the Honorable Patrick McKinney. Blackstone Law, APC appeared on behalf of  
6 Plaintiffs and Jackson Lewis P.C. appeared on behalf of Defendants DHC PS Holdings LLC, Davidson  
7 Hotel Company LLC dba Davidson Hospitality Group, and AGRE DCP Palm Springs Tenant LLC  
8 dba Margaritaville Resort Palm Springs (collectively, "Defendants").

9 The Court, having carefully considered the papers, argument of counsel, and all matters  
10 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary  
11 Approval of Class Action and PAGA Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
14 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 4 to the Declaration of  
15 Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA  
16 Settlement. This is based on the Court's determination that the Settlement falls within the range of  
17 possible approval as fair, adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement, and  
19 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and  
22 reasonable. It appears to the Court that extensive investigation and research have been conducted such  
23 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It  
24 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by  
25 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of  
26 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and  
27 non-collusive, arms-length negotiations, and was entered into in good faith.

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1           4.       The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration  
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the  
4 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could  
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery  
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement  
7 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable  
8 when balanced against the probable outcome of further litigation relating to certification, liability, and  
9 damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

10           5.       The Court concludes that, for settlement purposes only, the proposed Class meets the  
11 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
12 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
13 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
14 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'  
15 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately  
16 protect the interests of the members of the Class; (e) a class action is superior to other available  
17 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as  
18 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

19           6.       The Court conditionally certifies, for settlement purposes only, the Class, defined as  
20 follows:

21           All current and former hourly-paid and/or non-exempt employees who worked for  
22 Defendants at the Margaritaville Resort Palm Springs at any time during the Class  
23 Period.

24           7.       The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana  
25 Fang, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

26           8.       The Court provisionally appoints Plaintiffs Manuel Hernandez and Owen Williams as  
27 the representatives of the Class ("Class Representatives").

28           9.       The Court provisionally appoints ILYM Group, Inc. to handle the administration of the  
Settlement ("Settlement Administrator").

1           10.     Within fourteen (14) calendar days after entry of this Order, Defendants will provide  
2 the Settlement Administrator with the following information about each Class Member: full name; last  
3 known mailing address; Social Security number; number of Workweeks and Pay Periods; dates  
4 worked for Defendants at the Margaritaville Resort Palm Springs during the Class Period; and such  
5 other information as is necessary for the Settlement Administrator to verify the number of Workweeks  
6 and Pay Periods (collectively referred to as the “Class List”) in conformity with the Settlement  
7 Agreement.

8           11.     The Court approves, both as to form and content, the Notice of Class Action Settlement  
9 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members  
10 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
11 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
12 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
13 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by  
14 submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the  
15 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court  
16 further finds that distribution of the Class Notice substantially in the manner and form set forth in the  
17 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement  
18 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to  
19 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class  
20 Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven (7) calendar  
21 days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22           12.     The Court hereby preliminarily approves the proposed procedure, set forth in the  
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or  
26 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the  
27 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed  
28 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original

1 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded  
2 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not  
3 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.  
4 Nevertheless, all PAGA Employees will be issued their Individual PAGA Payment, irrespective of  
5 whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid  
6 Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement  
7 and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on April 8, 2026 at 1:30 p.m.  
9 in Department 18 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland,  
10 California 94612, to determine all necessary matters concerning the Settlement, including: whether  
11 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,  
12 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as  
13 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the  
14 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA  
15 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,  
16 Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
18 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the  
19 appropriate declarations and supporting evidence, including the Settlement Administrator's  
20 declaration, by sixteen (16) court days prior to the Final Approval Hearing, to be heard at the Final  
21 Approval Hearing.

22 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice  
23 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
24 Objection must be signed and must contain the information that is required, as set forth in the Class  
25 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
27 regardless of whether they have submitted a Notice of Objection.

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1           16.     In the event the Settlement does not become effective in accordance with the terms of  
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
4 the parties shall revert back to their respective positions as of before entering into the Settlement  
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7           17.     The Court reserves the right to adjourn or continue the date of the Final Approval  
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
9 Members and retains jurisdiction to consider all further applications arising out of or connected with  
10 the Settlement.

11           **IT IS SO ORDERED.**

12       Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Patrick McKinney  
Judge of the Superior Court

# **EXHIBIT 1**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Manuel Hernandez, et al. v. DHC PS Holdings LLC, et al.***  
**Superior Court of California for the County of Alameda, Case No. 24CV079333**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Manuel Hernandez ("Plaintiff Hernandez") and Owen Williams ("Plaintiff Williams") (together, "Plaintiffs") and Defendants DHC PS Holdings LLC, Davidson Hotel Company LLC dba Davidson Hospitality Group, and AGRE DCP Palm Springs Tenant LLC dba Margaritaville Resort Palm Springs (collectively, "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Manuel Hernandez, et al. v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendants at the Margaritaville Resort Palm Springs any time during the Class Period.

**"Class Period"** means the period from [redacted] through September 25, 2024.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendants at the Margaritaville Resort Palm Springs any time during the PAGA Period.

**"PAGA Period"** means the period from [redacted] through September 25, 2024.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On June 6, 2024, Plaintiff Hernandez provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code alleged to have been violated ("Hernandez PAGA Letter"). On June 11, 2024, Plaintiff Hernandez commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On September 11, 2024, Plaintiff Williams provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code alleged to have been violated ("Williams PAGA Letter") (together, the Hernandez PAGA Letter and Williams PAGA Letter are referred to as the "PAGA Letters"). On November 27, 2024, Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which, *inter alia*, added Plaintiff Williams as a named plaintiff.

Plaintiffs contend that Defendants failed to properly pay minimum and overtime wages, failure to provide one day's rest in seven, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004



pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Manuel Hernandez and Owen Williams as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; and you will not have the opportunity to object or seek exclusion from the PAGA Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$227,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00) for their services in the Action; (3) the amount of Thirty-Two Thousand Five Hundred Dollars and Zero Cents (\$32,500.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$24,375.00) (“LWDA Payment”) and the remaining 25% (\$8,125.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement

Amount (“Individual Settlement Share”) based on number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee at the Margaritaville Resort Palm Springs during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California at the Margaritaville Resort Palm Springs during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

Individual Settlement Payment and Individual PAGA Payment checks will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be cancelled. Any funds associated with cancelled checks will be distributed to Legal Aid at Work.

#### **B. Your Workweeks and Pay Periods (if applicable) Based on Defendants’ Records**

According to Defendants’ records:

- From [REDACTED] through September 25, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From [REDACTED] through September 25, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Hernandez v. DHC PS Holdings LLC, et al.*, Case No. 24CV079333); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

#### **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on

the number of Workweeks and Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, failure to provide one day’s rest in seven, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letters, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay overtime, minimum, and straight time wages, pay for all time worked at correct rates of pay, provide one day’s rest in seven, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, maintain accurate records, comply with California sick leave/sick pay laws, unlawful inquiries into salary history, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 245-249, 432.3, 510, 512(a), 551, 552, 558, 852, 1174, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendants and their current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$227,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payments to Plaintiffs**

Plaintiffs will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$20,000.00) (“Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement. Plaintiffs have executed a full, general release of all claims in exchange for the Enhancement Payments.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Hernandez v. DHC PS Holdings LLC, et al.*, Case No. 24CV079333); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Notwithstanding the above, the State of California with respect to the PAGA Employees will release the Released PAGA Claims described in Section III.D above) and all PAGA Employees will be issued an Individual PAGA Payment, irrespective of whether they submit a

Request for Exclusion, as they are not permitted to exclude themselves from the PAGA Settlement.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Hernandez v. DHC PS Holdings LLC, et al.*, Case No. 24CV079333); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

Notwithstanding the above, all PAGA Employees are not permitted to object to the PAGA Settlement.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 18 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://portal.alameda.courts.ca.gov>. After arriving at the website, click the “Searches” tab at the top of the page, then select the Document Downloads link, enter the case number (24CV079333) and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**



**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On December 3, 2025, I served a copy of the following document(s):

- **[REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**  
on the interested parties as follows:

Adam Y. Siegel  
**JACKSON LEWIS P.C.**  
725 South Figueroa St., Suite 2500  
Los Angeles, California 90017  
Tel: (213) 689-0404  
E-mail: Adam.Siegel@jacksonlewis.com

Annalyse E. Butler  
**JACKSON LEWIS P.C.**  
225 Broadway, Suite 1800  
San Diego, California 92101  
Tel: (619) 573-4926  
E-mail: annalyse.butler@jacksonlewis.com

Attorneys for Defendants DHC PS HOLDINGS LLC; DAVIDSON HOTEL COMPANY LLC  
dba DAVIDSON HOSPITALITY GROUP; AGRE DCP PALM SPRINGS TENANT LLC dba  
MARGARITAVILLE

- ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address [lbautista@blackstonepc.com](mailto:lbautista@blackstonepc.com) pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency  
Web URL:  
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

- ☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the

transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 3, 2025 at Beverly Hills, California.

/s/ Lorena Bautista  
Lorena Bautista