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7 *Attorneys for* Plaintiffs Manuel Hernandez and Owen Williams
8 and the Class

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ALAMEDA**

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

15 Plaintiffs,

16 vs.

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

21 Defendants.

Case No. 24CV079333

Honorable Patrick McKinney
Department 18

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Reservation ID: A-79333-001

Date: April 8, 2026

Time: 1:30 p.m.

Dept.: 18

1 I, Cassandra Polites, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Hernandez*
6 *v. DHCPS Holdings LLC et al.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Notice of Class Action Settlement*, in both
18 English and Spanish (referred to as “Class Notice”); (c) receiving and processing Requests for
19 Exclusion, Notices of Objection, and Disputes; (d) establishing a QSF account and calculating
20 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
21 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
22 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
23 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
24 agree to and/or the Court orders ILYM Group to perform.

25 4. On December 3, 2025, ILYM Group received the Court approved text for the Class
26 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
27 was approved by the Parties’ Counsel prior to mailing.
28

1 5. On December 24, 2025, ILYM Group received the Class List from Defendants'
2 counsel, which contained the full name, last known mailing address, Social Security number,
3 number of Workweeks and Pay Periods, and dates worked for Defendants at the Margaritaville
4 Resort Palm Springs during the Class Period for each Class Member and PAGA Employee. The
5 Class List was uploaded to our database and checked for duplicates and other possible
6 discrepancies. The Class List contained unique records for 492 individuals identified as Class
7 Members who worked a total of 26,201 Workweeks.

8 6. As part of the preparation for mailing, all 492 names and addresses contained in the
9 Class List were then processed against the National Change of Address ("NCOA") database,
10 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
11 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
12 contains requested change of addresses filed with the USPS. To the extent that an updated address
13 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
14 To the extent that no updated address was found in the NCOA database, the original address
15 provided by Defendants' counsel was used for the mailing of the Class Notice.

16 7. On January 16, 2026, the Class Notice was mailed, in both English and Spanish, via
17 U.S First Class Mail, to all 492 individuals contained in the Class List. Attached hereto, as **Exhibit**
18 **A**, is a true and correct copy of the mailed Class Notice.

19 8. As of the date of this declaration, 38 Class Notices have been returned to our office
20 of which none were returned with a forwarding address. ILYM Group performed a computerized
21 skip trace on the 38 returned Class Notices that did not have a forwarding address, in an effort to
22 obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip
23 trace, 28 updated addresses were obtained and the Class Notices were promptly re-mailed to those
24 Class Members, via U.S. First Class Mail. As of the date of this declaration, a total of 10 Class
25 Notices have been deemed undeliverable as no updated addresses were found notwithstanding the
26 skip tracing.

27 9. As of the date of this declaration, ILYM Group has not received any Requests for
28 Exclusion. The Response Deadline was March 2, 2026.

1 10. As of the date of this declaration, ILYM Group has not received any Notices of
2 Objection. The Response Deadline was March 2, 2026.

3 11. As of the date of this declaration, ILYM Group has not received any Disputes. The
4 Response Deadline was March 2, 2026.

5 12. The Net Settlement Amount available to Settlement Class Members is estimated to
6 be \$335,050.00 and was calculated by subtracting the maximum amount allocated for attorneys'
7 fees \$227,500.00, the maximum amount allocated for litigation costs and expenses \$25,000.00, the
8 requested Enhancement Payments \$20,000.00, the requested Settlement Administration Costs
9 \$9,950.00, and the PAGA Amount \$32,500.00 from the Gross Settlement Amount \$650,000.00.

10 13. As of this date, there are 492 Class Members who did not submit a timely and valid
11 Request for Exclusion and are therefore deemed to be Settlement Class Members. The Individual
12 Settlement Shares are allocated on a pro rata basis using Workweeks worked.

13 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently
14 estimated to be approximately \$1,892.58, the *average* Individual Settlement Share is currently
15 estimated to be approximately \$681.00, and the *lowest* Individual Settlement Share is currently
16 estimated to be approximately \$25.58. These amounts are subject to employee-side tax and
17 withholdings.

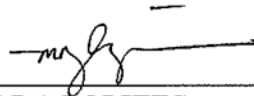
18 15. 25% of the PAGA Amount (\$8,125.00) will be allocated to PAGA Employees
19 regardless of whether he or she opted outs of the Class Settlement. PAGA Employees cannot opt
20 out of the PAGA Settlement. Individual PAGA Payments are allocated on a pro rata basis using
21 Pay Periods. There are 492 PAGA Employees who worked 13,101 Pay Periods during the PAGA
22 Period.

23 16. The *highest* Individual PAGA Payment to a PAGA Employee is currently estimated
24 to be approximately \$45.89, the *average* Individual PAGA Payment is currently estimated to be
25 approximately \$16.51, and the *lowest* Individual PAGA Payment is currently estimated to be
26 approximately \$0.62.

27 17. ILYM Group's total fees and costs for services in connection with the administration
28 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and

1 costs for completion of the settlement administration, are \$9,950.00. ILYM Group's work in
2 connection with this matter will continue with the calculation of the settlement award payments,
3 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
4 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
5 Group to perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's
6 invoice.

7
8 I declare under penalty of perjury under the laws of the State of California and the United
9 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
10 was executed this 4th day of February 2026, at Tustin, California.

11
12
13 

14 CASSANDRA POLITES

EXHIBIT “A”

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 December 8, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on April 8, 2026, at 1:30 p.m. ("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 November 28, 2021, 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 November 28, 2021, 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 December 8, 2025, 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 November 28, 2021, through September 25, 2024 (i.e., the Class Period), you are credited as having worked 2 Workweeks.**
- **From November 28, 2021, through September 25, 2024 (i.e., the PAGA Period), you are credited as having worked 1 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 March 2, 2026**.

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 \$25.50. 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 \$0.62 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:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

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 March 2, 2026**.

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 March 2, 2026**.

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 April 8, 2026, at 1:30 p.m., 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://eportal.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 <https://ilymgroup.com/DHCPSHoldings> 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: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Manuel Hernández, et al. v. DHC PS Holdings LLC, et al.
Tribunal Superior de California del Condado de Alameda, Caso No. 24CV079333

POR FAVOR, LEA ATENTAMENTE ESTE AVISO DE DEMANDA COLECTIVA.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros de los Demandados indican que puede reunir los requisitos para participar en el acuerdo de demanda colectiva y representativa PAGA alcanzado en el caso mencionado anteriormente.

No tiene que tomar ninguna medida para recibir un pago del acuerdo.

Este Aviso de Demanda Colectiva se ha diseñado para informarle sobre sus derechos y opciones en relación con el acuerdo, y cómo puede solicitar su exclusión del Acuerdo de Demanda Colectiva, objetar al Acuerdo de Demanda Colectiva y/o disputar el número de Semanas Laborales y/o Períodos de Pago que se le acreditan, si así lo desea.

SE LENOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva y representativa entre los Demandantes Manuel Hernández ("Demandante Hernández") y Owen Williams ("Demandante Williams") (juntos, "Demandantes") y los Demandados DHC PS Holdings LLC, Davidson Hotel Company LLC dba Davidson Hospitality Group y AGRE DCP Palm Springs Tenant LLC dba Margaritaville Resort Palm Springs (colectivamente, "Demandados") (los Demandantes y los Demandados se denominan colectivamente las "Partes") en el caso titulado *Manuel Hernández, et al. v. DHC PS Holdings LLC, et al.*, Tribunal Superior del Condado de Alameda, Caso No. 24CV079333 ("Demanda"), que puede afectar sus derechos legales. El 8 de diciembre de 2025, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia el 8 de abril de 2026, a la 1:30 p.m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debería o no otorgar la aprobación final del acuerdo.

II. DEFINICIONES IMPORTANTES

"**Colectivo**" o "**Miembro(s) del Colectivo**" significa todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para los Demandados en Margaritaville Resort Palm Springs en cualquier momento durante el Período del Colectivo.

"**Período del Colectivo**" significa el período desde 28 de noviembre de 2021 hasta el 25 de septiembre de 2024.

"**Acuerdo Colectivo**" significa el acuerdo y la resolución de todas las Reclamaciones Liberadas del Colectivo.

"**Empleado(s) PAGA**" significa todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para los Demandados en Margaritaville Resort Palm Springs en cualquier momento durante el Período PAGA.

"**Período PAGA**" significa el período desde 28 de noviembre de 2021 hasta el 25 de septiembre de 2024.

"**Acuerdo PAGA**" significa la liquidación y resolución de todas las Reclamaciones Liberadas PAGA.

VII. ANTECEDENTES DE LA DEMANDA

El 6 de junio de 2024, el Demandante Hernández notificó por escrito a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") y a los Demandados de las disposiciones específicas del Código Laboral de California presuntamente violadas ("Carta PAGA Hernández"). El 11 de junio de 2024, el Demandante Hernández inició una supuesta demanda colectiva al presentar una Demanda Colectiva en la Demanda. El 11 de septiembre de 2024, el Demandante Williams notificó por escrito a la LWDA y a los Demandados las disposiciones específicas del Código Laboral de California que supuestamente se habían violado ("Carta PAGA Williams") (en conjunto, la Carta PAGA Hernández y la Carta PAGA Williams se denominan las "Cartas PAGA"). El 27 de noviembre de 2024, los Demandantes presentaron una Primera Demanda Colectiva y Representativa Enmendada ("Demanda Operativa") en la Demanda, que, *entre otras cosas*, agregó al Demandante Williams como demandante asignado.

Los Demandantes sostienen que los Demandados no pagaron adecuadamente los salarios mínimos y las horas extras, no proporcionaron un día de descanso de cada siete, proporcionaron descansos para comer y descansar y primas asociadas, pagaron salarios oportunos durante el empleo y al finalizar el empleo y las sanciones por tiempo de espera asociadas, proporcionaron declaraciones salariales precisas y reembolsaron los gastos comerciales, y por lo tanto se involucraron en prácticas comerciales desleales en violación de la sección 17200 *et seq.* del Código de Negocios y Profesiones de California, y conductas que dan lugar a sanciones en virtud de la Ley General de Abogados Privados de 2004 de conformidad con la Sección 2698 *et seq.* del Código Laboral de California ("PAGA"). Los Demandantes buscan, entre otras cosas, la compensación de salarios no pagados y primas de comidas y períodos de descanso, gastos comerciales no reembolsados, restitución, penalidades, intereses y honorarios y costos de abogados.

Los Demandados niegan todas las alegaciones en la Demanda o que violaron cualquier ley.

Las Partes participaron en una jornada de mediación con un respetado mediador de demandas colectivas y las Partes alcanzaron a un acuerdo debido a la mediación. Desde entonces, las Partes han celebrado la Estipulación Conjunta de Demanda Colectiva y Acuerdo PAGA ("Acuerdo", "Conciliación", o "Acuerdo de Conciliación").

El 8 de diciembre de 2025, el Tribunal emitió una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a ILYM Group, Inc. como administrador del Acuerdo ("Administrador del Acuerdo"), a los Demandantes como representantes del Colectivo ("Representante del Colectivo") y a los siguientes abogados de los Demandantes como abogados del Colectivo ("Abogados del Colectivo"):

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

Si usted es un Miembro del Colectivo, no necesita tomar ninguna medida para recibir una Parte Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá una Parte Individual del Acuerdo), objetar el Acuerdo Colectivo y/o disputar las Semanas Laborales acreditadas a usted, si así lo desea, como se explica más detalladamente en la Secciones III y IV a continuación. Si usted es un Empleado PAGA, no necesita tomar ninguna medida para recibir un Pago Individual PAGA; y no tendrá la oportunidad de objetar o buscar la exclusión del Acuerdo PAGA.

El Acuerdo constituye el compromiso y resolución de reclamaciones sumamente disputadas. Nada en este Acuerdo tiene la intención o se interpretará como una admisión por parte de los Demandados de que las reclamaciones en la Demanda tengan mérito o que los Demandados tengan alguna responsabilidad ante los Demandantes, los Miembros del Colectivo, o Empleados Agraviados. Los Demandantes y Demandados, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte de un litigio continuo, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros del Colectivo, el Estado de California y los Empleados PAGA.

VIII. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto bruto total de la liquidación es de Seiscientos Cincuenta Mil Dólares y Cero Centavos (\$650,000.00) (el "Monto Bruto del Acuerdo"). La parte del Importe Bruto del Acuerdo que está disponible para el pago a los Miembros del Colectivo se conoce como el "Importe Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, en una cantidad que no exceda el treinta y cinco por ciento (35%) del Monto Bruto del Acuerdo (es decir, \$227,500.00), y el reembolso de los costos y gastos de litigio, en una cantidad que no exceda los Veinticinco Mil Dólares y Cero Centavos (\$25,000.00) a los Abogados del Colectivo; (2) Pagos de Incentivo en una cantidad que no exceda los Diez Mil Dólares y Cero Centavos (\$10,000.00) cada uno a los Demandantes (total, \$20,000.00) por sus servicios en la Demanda; (3) la cantidad de Treinta y Dos Mil Quinientos Dólares y Cero Centavos (\$32,500.00) asignados a sanciones civiles bajo la Ley General de Abogados Privados ("Monto PAGA"), de los cuales la LWDA se pagará el 75% (\$24,375.00) ("Pago LWDA") y el 25% restante (\$8,125.00) se distribuirá a los Empleados PAGA ("Monto Empleado PAGA"); y (4) Costos de Administración del Acuerdo en una cantidad que no exceda los Once Mil Dólares y Cero (\$11,000.00) al Administrador del Acuerdo.

Los Miembros del Colectivo son elegibles para recibir el pago en virtud del Acuerdo Colectivo de su parte proporcional del Monto Neto del Acuerdo ("Parte Individual del Acuerdo") en función del número de semanas que cada Miembro del Colectivo trabajó para los Demandados como empleado pagado por hora y/o no exento en California durante el Período de Colectivo ("Semanas Laborales"). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo entre las Semanas Laborales de todos los Miembros del Colectivo para obtener el "Valor Estimado de la Semana Laboral" y ha multiplicado las Semanas Laborales individuales de cada Miembro del Colectivo por el Valor Estimado de la Semana Laboral para obtener una Parte Individual del Acuerdo estimada que cada Miembro del Colectivo puede tener derecho a recibir en virtud del Acuerdo del Colectivo (que se enumera en la Sección III.C a continuación). A los Miembros del Colectivo que no presenten una Solicitud de Exclusión oportuna y válida ("Miembros del Acuerdo Colectivo") se les emitirá su Pago Individual del Acuerdo final.

Cada Parte Individual del Acuerdo se asignará como un veinte por ciento (20) como salarios que se informarán en un Formulario W2

del IRS y un ochenta por ciento (80%) como sanciones no salariales, intereses y daños no salariales que se informarán en un Formulario 1099 del IRS (si es necesario). Cada Parte Individual del Acuerdo estará sujeta a una reducción de la parte del empleado de los impuestos sobre la nómina y las retenciones con respecto a la parte salarial de la Parte Individual del Acuerdo, lo que resultará en un pago neto al Miembro del Acuerdo Colectivo ("Pago Individual del Acuerdo"). La parte de impuestos y contribuciones del empleador en relación con la parte salarial de las Partes Individuales del Acuerdo ("Impuestos del Empleador") será pagada por los Demandados por separado y además del Monto Máximo del Acuerdo.

Los Empleados PAGA son elegibles para recibir el pago en virtud del Acuerdo PAGA de su parte *proporcional* del Monto del Empleado PAGA ("Pago Individual PAGA") en función del número de períodos de pago que cada Empleado PAGA trabajó para los Demandados como empleado pagado por hora y/o no exento en California durante el Período PAGA ("Períodos de Pago"). El Administrador del Acuerdo dividió el Importe del Empleado PAGA, es decir, el 25% del Monto PAGA, entre los Períodos de Pago de todos los Empleados PAGA para obtener el "Valor del Período de Pago", y multiplicó los Períodos de Pago individuales de cada Empleado PAGA por el Valor del Período de Pago para obtener el Pago Individual PAGA de cada Empleado PAGA.

Cada Pago Individual PAGA se asignará como sanciones al cien por ciento (100%), no estará sujeto a impuestos o retenciones, y se informará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal concede la aprobación final del Acuerdo, los Pagos individuales del Acuerdo se enviarán por correo a los Miembros del Acuerdo Colectivo y los Pagos Individuales PAGA se enviarán por correo a los Empleados PAGA a la dirección que se indique en el archivo del Administrador del Acuerdo. **Si la dirección a la que se le envió este Aviso no es correcta, o si se muda después de recibir este Aviso, tiene que asegurarse de proporcionar a tiempo al Administrador del Acuerdo su dirección postal correcta para asegurarse de recibir el pago al que tiene derecho de conformidad con el Acuerdo.**

El Pago Individual del Acuerdo y los cheques de Pago Individual PAGA serán válidos y negociables durante ciento ochenta (180) días calendario a partir de la fecha en que se emitan los cheques, y posteriormente, se cancelarán. Cualquier fondo asociado con cheques cancelados se distribuirá a Asistencia Legal en el Trabajo.

B. Sus Semanas Laborales y Períodos de Pago (si corresponde) según los registros de los Demandados

Según los registros de los Demandados:

- Desde 28 de noviembre de 2021 hasta el 25 de septiembre de 2024 (es decir, el Período del Colectivo), se le acredita haber trabajado 2 Semanas Laborales.
- Desde 28 de noviembre de 2021 hasta el 25 de septiembre de 2024 (es decir, el Período PAGA), se le acredita haber trabajado 1 Períodos de Pago.

Si desea disputar las Semanas Laborales y/o los Períodos de Pago que se le acrediten, debe presentar su disputa por escrito al Administrador del Acuerdo ("Disputa"). La Disputa debe: (a) contener el nombre del caso y el número de la Demanda (*Hernandez v. DHC PS Holdings LLC, et al.*, Caso No. 24CV079333); (b) contenga su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indique claramente qué disputa el número de semanas laborales y/o períodos de pago acreditados a usted y lo que afirma es el número correcto; y (d) sea devuelto por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B a continuación, con matasellos del **2 de marzo de 2026 o antes**.

C. Su Parte Individual Estimada del Acuerdo y el Pago Individual PAGA (si corresponde)

Como se explicó anteriormente, su Parte Individual del Acuerdo estimada y el Pago Individual PAGA (si corresponde) se basan en el número de Semanas Laborales y Períodos de Pago (si corresponde) acreditados a usted.

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima en \$25.50. La Parte Individual del Acuerdo está sujeta a una reducción por todos los impuestos y retenciones aplicables del empleado con respecto a la porción de salarios de la Parte Individual del Acuerdo, y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de el Acuerdo se haga efectivo.

Según los términos del Acuerdo, su Pago Individual PAGA se estima en \$0.62 y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Parte Individual en el Acuerdo y el Pago Individual PAGA (si corresponde) reflejados en este Aviso de Demanda Colectiva son solo una estimación. Su Pago Individual del Colectivo real y/o Pago Individual PAGA (si corresponde) puede ser mayor o menor.

D. Liberación de Reclamaciones

En la Fecha de Entrada en Vigencia y el financiamiento total del Monto Bruto del Acuerdo, se considerará que los Miembros del Colectivo han liberado, resuelto, comprometido, renunciado y descargado total, definitivamente y para siempre a las Partes Liberadas de todas las Reclamaciones Liberadas del Colectivo.

En la Fecha de Entrada en Vigencia y la financiación total del Monto Bruto del Acuerdo, se considerará que el Demandante, el Estado de California con respecto a todos los Empleados PAGA y todos los Empleados PAGA han liberado, liquidado, comprometido, renunciado y dado de alta total, final y definitiva las Partes Liberadas de todas las Reclamaciones Liberadas PAGA.

"Reclamaciones Liberadas del Colectivo" significa todas y cada una de las reclamaciones que se alegaron o que podrían haberse alegado razonablemente en base a las alegaciones fácticas en la Demanda Operativa, que surgen durante el Período del Colectivo, que incluirán específicamente las reclamaciones por la supuesta falta de pago de horas extras y salarios mínimos por parte de los Demandados, la falta de proporcionar un día de descanso en siete, proporcionar períodos de comida y descanso compatibles y pagos de primas asociados, pagar salarios oportunos durante el empleo y al momento de la terminación, proporcionar declaraciones salariales precisas y reembolsar los gastos relacionados con el negocio necesarios en violación de las Secciones del Código Laboral de California 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2802 del Código de Trabajo de California, y las secciones 17200 *et seq.* del Código de Negocios y Profesiones de California.

"Reclamaciones Liberadas PAGA" significa todas y cada una de las reclamaciones que surjan de cualquiera de las alegaciones fácticas en las Cartas PAGA, que surjan durante el Período PAGA, por sanciones civiles en virtud de la Ley General de Abogados Privados de 2004, Secciones 2698 *et seq.* del Código Laboral de California, que incluirán específicamente las reclamaciones por la supuesta falta de pago de horas extras, salarios mínimos y de tiempo normal de los Demandados, pago por todo el tiempo trabajado a las tasas correctas de pago, proporcionar un día de descanso en siete, proporcionar comidas y períodos de descanso compatibles y pagos de primas asociados, pago oportuno de salarios durante el empleo y al momento de la terminación, proporcionar declaraciones salariales conformes, mantener registros de nómina completos y precisos, mantener registros precisos, cumplir con las leyes de licencia por enfermedad/pago por enfermedad de California, consultas ilegales sobre el historial salarial y reembolsar los gastos relacionados con el negocio necesarios en violación de las Secciones 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 y 2802 y la Orden Salarial de la Comisión de Bienestar Industrial aplicable.

"Partes Liberadas" significa los Demandados y sus funcionarios, directores, miembros, aseguradores, accionistas, subsidiarias, afiliados, predecesores, sucesores y cesionarios actuales y anteriores.

E. Honorarios y Costos de los Abogados del Colectivo

Los Abogados del Colectivo buscarán los honorarios de los abogados por un monto que no exceda el treinta y cinco por ciento (35%) del Monto Bruto del Acuerdo (es decir, \$227,500.00) y el reembolso de los costos y gastos del litigio por un monto que no exceda los Veintiséis Mil Dólares y Cero Centavos (\$26,000.00) (colectivamente, "Honorarios y Costos de los Abogados"), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de los Abogados otorgados por el Tribunal se pagarán del Importe Bruto del Acuerdo. Los Abogados del Colectivo han procesado la Demanda en nombre del Demandante, los Miembros del Colectivo y los Empleados PAGA en base de contingencia (es decir, sin que se les haya pagado nada hasta la fecha) y han pagado todos los costos y gastos de litigio.

F. Pagos Incentivo a los Demandantes

Los Demandantes buscarán la cantidad de Diez Mil Dólares y Cero Centavos (\$10,000.00) cada uno (total, \$20,000.00) ("Pagos Incentivo"), en reconocimiento de sus servicios en relación con la Demanda. Los Pagos Incentivo se pagarán del Monto Máximo del Acuerdo, sujeto a la aprobación del Tribunal, y si se otorgan, se pagarán a los Demandantes además de sus Pagos Individuales del Acuerdo y/o Pagos Individuales PAGA a los que tienen derecho en virtud del Acuerdo. Los Demandantes han ejecutado una liberación completa y general de todas las reclamaciones a cambio de los Pagos de Incentivo.

G. Costos de Administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los Once Mil Dólares y Cero Centavos (\$11,000.00) ("Costos de Administración del Acuerdo") por los costos del proceso de notificación y administración del Acuerdo, incluidos, entre otros, los gastos de notificar a los Miembros del Acuerdo Colectivo, procesar las Solicitudes de Exclusión, Avisos de Objeción y Disputas, calcular las Participaciones Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos Individuales PAGA, y distribuir los pagos y los formularios de impuestos en virtud del Acuerdo, y se pagarán con el Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

IX. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL COLECTIVO?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo Colectivo y recibir dinero a partir de este Acuerdo Colectivo no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Individual del Acuerdo, a menos que decida excluirse del Acuerdo Colectivo.

A menos que elija excluirse del Acuerdo Colectivo y si el Tribunal otorga la aprobación final del Acuerdo, estará sujeto a los términos del Acuerdo Colectivo y a cualquier sentencia que pueda dictar el Tribunal en función del mismo, y liberará las Reclamaciones Liberadas del Colectivo contra las Partes Liberadas como se describe en la Sección III.D anterior.

Si usted es un Empleado PAGA y el Tribunal otorga la aprobación final del Acuerdo, se le incluirá automáticamente en el Acuerdo PAGA y se le emitirá su Pago Individual PAGA.

Como Miembro del Colectivo y/o Empleado PAGA (si aplica) no será responsable por separado del pago de los honorarios de abogados o los costos y gastos de litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su propio abogado.

B. Solicitud de Exclusión del Acuerdo Colectivo

Los Miembros del Colectivo pueden solicitar ser excluidos del Acuerdo Colectivo enviando una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

ILYM Group, Inc.
Apartado Postal 2031
Tustin, CA 92781
Teléfono: (888)-250-6810
Fax: (888)-845-6185
Correo electrónico: info@ilymgroup.com

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la Demanda (*Hernandez v. DHC PS Holdings LLC, et al.*, Caso No. 24CV079333); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con matasellos del **2 de marzo de 2026 o antes**.

Si el Tribunal otorga la aprobación final del Acuerdo, a cualquier Miembro del Colectivo que presente una Solicitud de Exclusión válida y oportuna del Acuerdo Colectivo no se le emitirá un Pago Individual del Acuerdo, no estará obligado por el Acuerdo Colectivo (y la liberación de las Reclamaciones Liberadas del Colectivo descritas en la Sección III.D anterior), y no tendrá ningún derecho a objetar, apelar o comentar sobre el Acuerdo Colectivo. Cualquier Miembro del Colectivo que no presente una Solicitud de Exclusión oportuna y válida se considerará Miembro Participante del Colectivo y estará sujeto a todos los términos del acuerdo, incluidos los relacionados con la liberación de las Reclamaciones Liberadas establecidas en la Sección III.D anterior, también como cualquier sentencia que pueda dictar el Tribunal con base en ella. No obstante lo anterior, el Estado de California con respecto a los Empleados PAGA liberará las Reclamaciones Liberadas PAGAdescritas en la Sección III.D anterior) y a todos los Empleados PAGA se les emitirá un Pago Individual PAGA, independientemente de si presentan una Solicitud de Exclusión, ya que no se les permite excluirse del Acuerdo PAGA.

C. Objetar el Acuerdo Colectivo

Puede objetar el Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión enviando una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre del caso y el número de la Demanda (*Hernandez v. DHC PS Holdings LLC, et al.*, Caso No. 24CV079333); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración por escrito de todos los motivos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) contener copias de cualquier documento, escrito u otro documento en el que se base la objeción; y (e) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B anterior, con matasellos del **2 de marzo de 2026 o antes**.

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado un Aviso de Objeción y sin previo aviso.

No obstante lo anterior, a todos los Empleados PAGA no se les permite objetar el Acuerdo PAGA.

X. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento 18 del Tribunal Superior del Condado de Alameda, ubicado en el Edificio de Administración, 1221 Oak Street, Oakland, California 94612, el 8 de abril de 2026, a la 1:30 pm, para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe y otorgue los Honorarios y Costos de los Abogados a los Abogados del Colectivo, el Pago de Incentivo al Demandante y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final puede ser continuada sin previo aviso a los Miembros del Colectivo y Empleados PAGA. Usted no tiene que comparecer ante la Audiencia de Aprobación Final, aunque puede hacerlo si lo desea.

XI. INFORMACIÓN ADICIONAL

Lo indicado anteriormente es un resumen de los términos básicos del Acuerdo. Para conocer los términos precisos y las condiciones del Acuerdo de Conciliación, tiene que revisar el Acuerdo de Conciliación detallado y otros documentos que se encuentran archivados en el Tribunal.

Los alegatos y otros registros en este litigio pueden examinarse en línea en el sitio web del Tribunal Superior del Condado de Alameda, conocido como "Portal Público eCourt", en <https://portal.alameda.courts.ca.gov>. Después de llegar al sitio web, haga clic en la pestaña "Búsquedas" en la parte superior de la página, luego seleccione el enlace Descargas de documentos, ingrese el número de caso (24CV079333) y haga clic en "Enviar". Las imágenes de todos los documentos archivados en el caso se pueden ver a un costo mínimo. También puede ver las imágenes de todos los documentos presentados en el caso de forma gratuita mediante el uso de uno de los quioscos de terminal de ordenador disponibles en los Tribunales que tengan un centro de acciones civiles.

También puede visitar el sitio web del Administrador del Acuerdo en <https://ilymgroup.com/DHCPSHoldings> para obtener documentos clave en la Demanda.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, LLAME AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: 888-250-6810 O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DEL COLECTIVO.

EXHIBIT “B”

INVOICE

ILYM Group, Inc.
2832 Walnut Ave Suite C
Tustin, CA 92780

ILYM | GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Bill to
Hernandez v. DHC PS Holdings LLC et al.
Case No. 24CV079333

Invoice details
Invoice no.: 24CV079333
Terms: Net 30
Invoice date: 03/04/2026
Due date: 06/30/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Case Startup		1	\$650.00	\$650.00
2.		Project Management		1	\$3,040.00	\$3,040.00
3.		Notification & Mailing		1	\$1,484.30	\$1,484.30
4.		Distribution (Includes EIN, Bank Acct * /QSF Setup)		1	\$3,760.70	\$3,760.70
5.		Case Conclusion		1	\$1,015.00	\$1,015.00

Total \$9,950.00

Ways to pay



Note to customer
Thank you for your business and have a great day!

View and pay

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Manuel Hernandez, et al. v. DHC PS Holdings LLC, et al.
Monday, August 18, 2025

Requesting Attorney:
Shawn Bahmani
Blackstone Law, APC
sbahmani@blackstonepc.com
310.622.4278

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	503
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$3,040.00
Notification & Mailing:	\$1,484.30
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,760.70
Case Conclusion:	\$1,015.00

All-In/Capped ILYM Fees & Expenses: \$9,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Manuel Hernandez, et al. v. DHC PS Holdings LLC, et al.

Monday, August 18, 2025

Requesting Attorney's Name: Shawn Bahmani

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll Free Customer Service Representative	Flat Fee	\$200.00	1	\$200.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$3,040.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	503	\$754.50
USPS First Class Postage	Per Piece	\$0.85	503	\$427.55
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	70	\$140.84
Storage, Photocopies, Deliveries	Flat Fee	\$161.41	1	\$161.41

Subtotal \$1,484.30

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Manuel Hernandez, et al. v. DHC PS Holdings LLC, et al.

Monday, August 18, 2025

Requesting Attorney's Name: Shawn Bahmani

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail or Payment via Digital Disbursement (W2/1099)	Per Check	\$1.00	503	\$503.00
USPS First Class Postage	Per Piece	\$0.75	503	\$377.25
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	50	\$75.45
Preparation of Taxes	Hourly	\$120.00	4	\$480.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,760.70

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

All-In/Capped ILYM Fees & Expenses: \$9,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.