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Attorneys for Plaintiffs Manuel Hernandez
and Owen Williams and the Class

**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] FINAL
APPROVAL ORDER AND JUDGMENT**

Reservation ID: A-79333-001
Date: April 15, 2026
Time: 1:30 p.m.
Dept.: 18

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

1 Plaintiffs Manuel Hernandez and Owen Williams’ (together, “Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments,
3 and Settlement Administration Costs came before this Court on **April 15, 2026 at 1:30 p.m** before the
4 Honorable Patrick McKinney in Department 18 of the above-captioned Court located at 1221 Oak
5 Street, Oakland, California 94612.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Alexandra Rose), the Class Representatives (Manuel Hernandez and Owen Williams), and the
11 Settlement Administrator (Cassandra Polites on behalf of ILYM Group, Inc.), and the evidence and
12 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
13 Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement
14 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendants DHC PS Holdings LLC, Davidson Hotel Company LLC dba Davidson
17 Hospitality Group, and AGRE DCP Palm Springs Tenant LLC dba Margaritaville Resort Palm Springs
18 (collectively, “Defendants”) (collectively, with Plaintiffs, the “Parties”), including all members of the
19 Class.

20 2. The Court finds that the following Class is properly certified as a class for settlement
21 purposes only: “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 Period.” The “Class
23 Period” is defined as the period November 28, 2021 through September 25, 2024.

24 3. The Court appoints Plaintiffs Manuel Hernandez and Owen Williams as the Class
25 Representatives for settlement purposes only.

26 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
27 Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendants or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
22 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments from
23 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of \$7,500.00 each
24 (total, \$15,000.00).

25 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
26 to Class Counsel in the sum of \$201,500.00 and reimbursement of actual litigation costs and expenses
27 to Class Counsel in the sum of \$21,811.07. It is hereby ordered that the Settlement Administrator
28 must hold 10% of the attorneys’ fees (\$20,150.00) until the Court approves the final accounting. The

attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$9,950.00 to ILYM Group, Inc. for performance of settlement administration services.

12. The Court approves and orders payment in the amount of \$24,375.00 to the California Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that no later than five (5) business days after the Effective Date, Defendants will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within five (5) business days after Defendants funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to Legal Aid at Work (the *cy pres* recipient) in accordance with California Code of Civil Procedure Section 384 after the Court approves the final accounting.

16. 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 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, provide one day's rest in seven, provide

1 compliant meal and rest periods and associated premium payments, timely pay wages during
2 employment and upon termination, provide accurate wage statements, and reimburse necessary
3 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210,
4 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable
5 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
6 17200, *et seq* (collectively, “Released Class Claims”).

7 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
8 and the State of California with respect to all PAGA Employees will be deemed to have fully, finally,
9 and forever released, settled, compromised, relinquished, and discharged the Released Parties of any
10 and all claims arising from any of the factual allegations in the PAGA Letters, arising during the
11 PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor
12 Code Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to
13 pay overtime, minimum, and straight time wages, pay for all time worked at correct rates of pay,
14 provide one day’s rest in seven, provide compliant meal and rest periods and associated premium
15 payments, timely pay wages during employment and upon termination, provide compliant wage
16 statements, maintain complete and accurate payroll records, maintain accurate records, comply with
17 California sick leave/sick pay laws, unlawful inquiries into salary history, and reimburse necessary
18 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210,
19 226(a), 226.3, 226.7, 245-249, 432.3, 510, 512(a), 551, 552, 558, 852, 1174, 1174(d), 1174.5, 1194,
20 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2800, and 2802, and the applicable Industrial
21 Welfare Commission Wage Order (collectively, “Released PAGA Claims”).

22 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
23 individually and on their own behalf, will be deemed to have fully, finally, and forever released,
24 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
25 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or
26 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
27 asserted or unasserted, arising out of, relating to, or resulting from their employment and/or separation
28 of employment with Defendants, which Plaintiffs, at any time up until the execution of the Settlement

1 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
2 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
3 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
4 Any and all rights granted under any state or federal law or regulation limiting the effect of the
5 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE
6 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

11 19. "Released Parties" means Defendants and their current and former officers, directors,
12 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

13 20. This Court shall retain jurisdiction with respect to all matters related to the
14 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
15 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
16 Settlement and the determination of all controversies relating thereto.

17 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
18 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
19 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

20 22. A Compliance Hearing is set for December 2, 2026 at 1:30 p.m. in Department 18 of
21 this Court located at 1221 Oak Street, Oakland, California 94612. Plaintiffs shall file a Final Report
22 and declaration regarding distribution by November 23, 2026.

23 **IT IS SO ORDERED.**

24 Dated: _____

Honorable Patrick McKinney

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 April 15, 2026, I served a copy of the following document(s):

• **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

on the interested parties as follows:

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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 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 April 15, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista