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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ALAA GADO KANA, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiff, v. DAVIDSON HOTEL COMPANY, LLC; a Delaware limited liability company; DHC SD HOLDINGS LLC, a Delaware limited liability company; and DOES 1-50, Inclusive, Defendants.	Case No. 24STCV12748 **DECLARATION OF SYDNEY CASTILLO-JOHNSON, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: November 13, 2026 Time: 10:30 a.m. Judge: Hon. Carolyn M. Caietti Dept.: C-70

I, Sydney Castillo-Johnson, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law at JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff ALAA GADO KANA (hereafter "Plaintiff" or "Class Representative") in this wage and hour class action filed against Defendants Davidson Hotel Company, LLC and DHC SD Holdings, LLC (collectively, "Defendants").

2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter "Agreement"). Attached thereto as **Exhibit "A**" is a true and correct copy of the Class Notice.

4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed May 8, 2026, Preliminary Approval Order.

5. Attached hereto as **Exhibit "3"** is a true and correct copy of the March 20, 2026, proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit "4"** is a true and correct copy of the October 19, 2026, proof of filing this motion seeking final approval of this Settlement with the LWDA.

I. INTRODUCTION

7. An objective evaluation of the proposed settlement of $440,000.00 ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, guided by the experience of Tripper Ortman, Esq., a mediator of wage and hour class and representative actions. After deducting any Court-approved Class Counsel Award, Service Award, Administration Expenses, and the payments to the Labor & Workforce Development Agency ("LWDA"), the net settlement fund shall be distributed to the Class Members based on the number of Workweeks they worked while employed by Defendants during the Class Period. ***The Class greeted news of the Settlement with unanimous approval as, at the time of the filing of this motion, all 228 Class Members chose to participate in the Settlement.*** There are zero opt-outs and zero objections to

the Settlement. The unanimous approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

8. This Settlement provides substantial recovery to Class Members. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **$231,433.33**. This will result in an average Individual Class Payment of **$1,015.28**, a high payment of **$3,294.43**, and a low payment of **$13.23.** Aggrieved Employees will receive an estimated average gross payment of **$47.62**, a high payment of **$82.81**, and a low payment of **$1.76**.

9. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by Plaintiff pursuing similar wage and hour cases (*see infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and enter the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

10. Defendants operate a hotel management company in the state of California, including San Diego County, where Plaintiff worked. Plaintiff was employed by Defendants at the Hilton San Diego Gaslamp Quarter location since October 2008, as a non-exempt employee. Plaintiff alleges that he was denied legally compliant meal and rest periods, and minimum wages and overtime compensation at all times during his employment. Throughout his employment, Plaintiff was subject to Defendants' written policies and procedures contained in, among other documents, the Employee Handbook.

11. Generally, Plaintiff claims that Defendants failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to pay overtime and meal period premiums at the correct regular rate of pay, failed to furnish accurate itemized wage statements, failed to reimburse for mandatory business expenses, and failed to pay all wages upon separation. Defendants deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including, but not limited to, facially compliant meal and rest period policies, compliant wage statements, compliant reimbursement practices, and that they timely paid all wages due upon separation of employment.

12. On October 18, 2024, Plaintiff served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA").

13. On October 18, 2024, Plaintiff filed a class action complaint in the San Diego County Superior Court, Case No. 24CU018187C ("Class Action"). The Class Action alleged eight causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code §226; (7) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; and (8) Failure to Reimburse for Required Expenses in violation of Cal. Lab. Code § 2802.

14. On December 23, 2024, Plaintiff filed a separate representative action complaint in San Diego County Superior Court, Case No. 24CU030160C, alleging a single cause of action for violations of PAGA ("PAGA Action"). On September 15, 2025, Plaintiff filed a First Amended Complaint (the "Operative Complaint") adding a ninth cause of action to the Class Action for Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]. On October 15, 2025, Plaintiff dismissed the PAGA Action.

15. On July 30, 2025, the Parties participated in a full-day mediation with mediator Tripper Ortman, Esq. The mediation concluded with a settlement after both sides agreed to a Mediator's proposal. The Parties worked diligently to negotiate and finalize the remaining settlement terms in the fully executed Settlement.

16. On May 8, 2026, this Court granted preliminary approval of the Settlement.

17. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the Class and should be granted final approval. Given the complexities of this case, the defenses asserted, and the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

III. THE SETTLEMENT BEFORE THE COURT

18. The Court preliminarily approved an initial Gross Settlement Amount of Four Hundred Forty Thousand Dollars and Zero Cents ($440,000.00) based on a total of an estimated 17,337 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Service Award; (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Payment; and (5) to satisfy the Settlement Administration Costs incurred in this action.

19. Subject to Court approval, Class Counsel shall seek a Class Counsel Award in the amount of $171,666.67, comprised of attorneys' fees of $146,666.67 (one-third of the Gross Settlement Amount) and up to $25,000.00 for actually incurred litigation expenses. Plaintiff's counsel is to split the fees 50% to the JCL Law Firm, APC, and 50% to the Zakay Law Group, APLC. Agreement at §§ I(E), III(N)(10). Plaintiff and Class Counsel have in place a written contingency fee agreement wherein Plaintiff agreed to the split of fees.

20. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Class Members, the absence of any objections to the Settlement and the average Individual Class Payment of $1,015.28.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation

21. Months before filing the Action, Class Counsel began their pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment, including portions of his time and payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

22. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In response, Defendants produced various documents, including but not limited to, copies of Defendants' written policies and Plaintiff's hiring documents and payroll and time records. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendants failed to, among other things, provide complaint meal and rest periods; to provide accurate wage statements; to pay for all hours worked, to compensate overtime, meal period premiums and sick pay wages at the correct regular rate of pay; and to reimburse for mandatory business expenses.

23. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. In anticipation of mediation, Defendants produced time and payroll records for Class Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for the Class Members, and copies of applicable handbooks, policies, and agreements.

24. Class Counsel then retained the statisticians and economists at Berger Consulting Group ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services, specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases. Stated differently, the BCG is well-qualified to analyze Defendants' time and payroll data.

25. BCG analyzed Defendants' time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts, and average number of hours worked per workweek. BCG also estimated the number of missed, late, or truncated meal and rest periods, the amount of unreimbursed expenses, and the amount of missed meal and rest period premiums paid during the Class Period.

26. In advance of mediation, Class Counsel created several damage models predicated on the BCG analysis. Class Counsel's models calculated Defendants' potential liability exposure while accounting for the uncertainties of continued litigation. These damage models informed and guided Class Counsel during the mediated settlement discussions.

27. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of his employment file; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing Defendants' labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

28. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe this Agreement to be in the best interests of the Class Members.

B. <u>The Parties Settled Following Mediation</u>

29. On July 30, 2025, the Parties participated in a full day of mediation with Tripper Ortman, Esq., a respected mediator of wage and hour class and representative actions. The negotiations were adversarial, conducted at arms-length and tempered by the efforts of both sides to serve the interests of their clients. The mediation concluded with a settlement after both sides agreed to a Mediator's proposal, the complete and final terms of which are now set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

C. <u>Class Counsel is Experienced in Similar Litigation</u>

30. Plaintiff and Class Members are represented by competent and experienced counsel to pursue their claims.

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31. I have been in practice as a labor and employment associate with the JCL Law Firm, APC, since May 2022, representing employees in wage and hour class and PAGA actions.

32. I am qualified to represent the Plaintiff, the State of California, and the Class Members. I have experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. I can, will and have adequately represented the interests of the Plaintiff and Class Members throughout this action.

33. My primary practice has been employment law throughout my entire legal career. I have handled a number of wage and hour matters, including individual actions, class actions, and representative PAGA actions, on behalf of plaintiffs. The following is a list of wage and hour class and/or PAGA actions where I served as counsel and in which final settlement approval was granted: See generally *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023); *Toler v. Total Testing Solutions, LLC,* Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023); *O'Quinn v. Laugh Factory, Inc.,* Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023); *Kneisly v. SR Machining, Inc., et al.,* Riverside Superior Court Case No. CVRI2201491 (October 5, 2023); *Anderson v. Barton Myers Associates, Inc., et al.,* Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023); *Coles v. Carefusion Resources LLC, et. al.* San Diego Supeiror Court Case No. 37-2022-00048696-CU-OE-CTL (March 25, 2024); *Thomas v. Center for Elder's Independence* Alameda Superior Court Case No. 22CV024221 (July 2, 2024); *Klein v. RedZone Security, Inc.,* Riverside Superior Court Case No. CVRI2202841 (August 15, 2024); *Nunez v. Titan AG, et. al.* Tulare Superior Court Case No. VCU296822 (February 4, 2025); *Rene v. Koch Filter Corporation* Riverside Superior Court Case No. CVRI2300700 (March 11, 2025); *Winn v. City Electric Supply Company* San Diego Superior Court Case No. 37-2023-0004023 1-CU-OE-CTL (March 13, 2025); *Gamble v.* AirX Utility Surveyors, Inc. San Diego Superior Court Case No. 37-2022-00042178-CU-OE-CTL (March 14, 2025); *Garcia v. ConvergeOne* San Bernardino Superior Court Case No. CIVSB2305464 (May 12, 2025); *Lowe v. Ash's First LLC, et al* San Diego Superior Court Case No. 37-2023-00031528-CU-OE-CTL (August 8, 2025). *Solis v. 51st St. & 8th Ave. Corp., et al,* San Diego Superior Court Case No. 37-2023-00031528-CU-OE-CTL (August 8, 2025); *Natasha Taylor v. The*

West Oakland Health Council, Alameda Superior Court Case No. RG20049604; *Rigoberto Monroy v. Donsuemor, Inc*., Alameda Superior Court Case No. 22CV011917 (September 25, 2025).

34. As counsel for Plaintiff and the proposed Class, I have been actively involved in every aspect of this case and I believe that the proposed Settlement is an excellent result for the Class.

D. <u>The Gross Settlement Amount is Fair and Reasonable</u>

35. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Class Members and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. (*Wershba*, 91 Cal.App.4th at 250.). While the Gross Settlement Amount represents a discount on Defendants' potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

36. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of the Class Members. The Gross Settlement Amount represents between approximately 22.1% to 40.1% of Defendants' *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

37. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final approval.

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E. The Strength of Plaintiff's Case and Risks of Continued Litigation

38. Although Class Counsel believe strongly in Plaintiff's claims, it would be misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action or, at least, drastically undercut Plaintiff's claims.

39. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm. (See also *Campbell v. Best Buy Stores, L.P.* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 [following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy]; *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 [denying certification of driver meal and rest period claims based on the predominance of individual issues].).

40. Further, even if a class is certified, liability remains uncertain. The risks attendant to the issue of Defendants' liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ["[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment.").

41. Finally, even if a class is certified and Defendants are found liable for the class claims alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

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42. Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

43. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff's claims and, in fact, already has.

44. Class Representative and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

V. THE PENALTIES UNDER PAGA ARE REASONABLE

45. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of $20,000.00 which is 4.5% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Payment. Sixty-Five percent (65%) of the PAGA Payment ($13,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining thirty-five percent (35%) of the PAGA Payment ($7,000.00) to be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be approved.

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46. Further, on March 20, 2026, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On October 19, 2026, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement. By not registering an objection with either Class Counsel or the Court, the LWDA has accepted and approved of the proposed PAGA Payment.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19th day of October 2026, at San Diego, California.

JCL LAW FIRM, APC

By: Sydney Castillo-Johnson
Sydney Castillo-Johnson, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

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(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ALAA GADO KANA, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, v. DAVIDSON HOTEL COMPANY, LLC; a Delaware limited liability company; DHC SD HOLDINGS, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No: 24CU018187C [Complaint Filed: October 18, 2024] [First Amended Complaint Filed: September 15, 2025] **STIPULATION OF SETTLEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Alaa Gado Kana (hereinafter "Plaintiff"), an individual, on behalf of himself, and on behalf of all persons similarly situated, and Defendant Davidson Hotel Company, LLC, and Defendant DHC SD Holdings, LLC ("Defendants"):

I. DEFINITIONS

A. "Action" shall mean the putative class and representative action lawsuit designated *Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.,* San Diego County Superior Court, Case No. 24CU018187C, filed October 18, 2024.

B. "Aggrieved Employee Payment" shall mean the Aggrieved Employees' pro-rata share of the portion of the PAGA Payment allocated to the Aggrieved Employees.

C. "Aggrieved Employees" means all persons who are or previously were employed by Defendant at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the period from October 18, 2023, through July 30, 2025 ("PAGA Period").

D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

E. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be $171,666.67 out of $440,000.00 plus costs of up to $25,000.00 ("Cost Award"). Attorneys' fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC). Plaintiff expressly consents to this fee division.

F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq., and Sydney Castillo-Johnson, Esq. of JCL Law Firm, APC; and Shani O. Zakay, Esq. of Zakay Law Group, APLC.

G. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include to the extent practicable: each Class Member's full name; last known address; Social Security Number; telephone number, and number of Class Period Workweeks and PAGA Pay Periods.

H. "Class Period" means the period beginning October 18, 2020, through July 30, 2025.

I. "Class Representative" shall mean plaintiff Alaa Gado Kana.

J. "Class" or the "Class Members" means all persons who are or previously were employed by Defendants at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the Class Period.

K. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

L. "Defendants" shall mean Davidson Hotel Company, LLC and DHC SD Holdings LLC.

M. "Effective Date" means the date of entry by the Court of an order and judgment finally approving this Settlement and either (i) the applicable date for seeking appellate review of the Court's final approval order has passed without a timely appeal or request for review having been made; or (ii) a California Court of Appeal or the California Supreme Court has rendered a final judgment affirming the Court's final approval without material modification, and the time for any further appeal has expired.

N. "Funding Date" shall mean the date by which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendants will pay the Gross Settlement Amount to the Settlement Administrator within sixty-five (65) days of the Effective Date.

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O. "Gross Settlement Amount" means Four Hundred Forty Thousand Dollars and Zero Cents ($440,000.00) that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. Defendants' share of employer payroll taxes on any payments allocated as wages under this Settlement shall be paid by Defendants in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants.

P. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

Q. "LWDA Payment" shall mean the sixty-five percent (65%) or Thirteen Thousand Dollars and Zero Cents ($13,000.00) of the PAGA Payment that shall be paid to the California Labor and Workforce Development Agency ("LWDA").

R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

S. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

T. "Operative Complaint" shall mean the First Amended Complaint filed by Plaintiff on September 15, 2025, in the San Diego Superior Court.

U. "PAGA Action" shall mean the action designated *Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, San Diego County Superior Court, Case No. 24CU030160C, filed December 23, 2024.

V. "PAGA Pay Periods" for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during the PAGA Period.

X. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents ($20,000.00) to be allocated from the Gross Settlement Amount, with 35% of the payment going to the Aggrieved Employees ("Aggrieved Employee Payment") and 65% of the payment going to the Labor and Workforce Development Agency ("LWDA Payment"). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(m). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

Y. "PAGA Period" means the period beginning October 18, 2023, through July 30, 2025.

Z. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

AA. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, individually.

BB. "Payment Ratio" means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

CC. "Plaintiff" shall mean Alaa Gado Kana.

DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

EE. "Released Class Claims" shall mean all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

FF. "Released PAGA Claims" shall mean all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

GG. "Released Parties" shall mean Defendants and any of their former and present parents, subsidiaries, divisions, corporate members, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, successors, assigns, insurers, and legal representatives.

HH. "Response Deadline" means the date sixty (60) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. Neither side shall encourage any Class Member to opt out.

II. "Service Award" means an award in the amount of $10,000, or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment, and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of claims including a Civil Code 1542 waiver.

JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed $6,900.00.

KK. "Settlement Administrator" means Apex Class Action LLC, located at Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets

of the Parties and any person related to the Parties. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

LL. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

MM. "Settlement" means the disposition of the Action pursuant to this Agreement.

NN. "Workweeks," shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California. The Settlement Administrator will calculate the Workweeks based on the Class Data and will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

II. RECITALS

A. On October 18, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. Additionally, Plaintiff filed the Action, alleging claims for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;

2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;

3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;

4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;

5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;

6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;

7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and

8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

B. On December 23, 2024, Plaintiff filed the PAGA Action alleging a single cause of action for violations of the Private Attorneys General Act in Violation of Cal. Lab Code §§ 2698 *et seq.*

C. On July 30, 2025, the Parties participated in a full day mediation with mediator Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after both sides agreed to a Mediator's proposal, which was subsequently memorialized in the form of a Memorandum of Understanding ("MOU").

D. On September 12, 2025, Plaintiff filed the Operative Complaint to add an additional cause of action for violations of PAGA.

E. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders. The Class Representative believes that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action and this action is manageable as a PAGA representative action.

F. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by the Class Representative alleged in the Action, and/or alleged in the Class Representative's Notice of Violations to the LWDA are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all

times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

G. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations and reviewing documents and information exchanged through formal discovery, and reviewing documents and information provided by Defendants informally to prepare for mediation. Defendants produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although they deny any liability, Defendants agree to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

H. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class or the State of California (including the LWDA) or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to

continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of Four Hundred Forty Thousand Dollars Zero Cents ($440,000.00). The Gross Settlement Amount will be used to pay the Individual Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size and Escalator Clause. The Parties negotiated the Settlement based on data provided by Defendants showing that the Class was comprised of approximately 219 individuals who collectively worked approximately 17,337 Workweeks during the Class Period. In regard hereto, no later than seven (7) days before Plaintiff's deadline to file their motion for Preliminary Approval of the

Settlement, Defendants will provide the Settlement Administrator with the Class Data in order to administer the Settlement, which Defendants will in good faith compile from their records. If the actual number of Workweeks worked during the Class Period exceeds the above number by more than 10%, the settlement amount will be increased by the percentage over 110% of the increased workweeks. For example, if the total Workweeks in the Class Period are 115% of 17,337, the Gross Settlement will increase by 5%. Alternatively, should the number of Workweeks exceed 110% of 17,337, Defendants can cut the Class Period back to the date on which the number of Workweeks reached 17,337.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on the Funding Date. Within fifteen (15) days after the Funding Date, the Settlement Administrator will mail checks for all Individual Settlement Payments and all Aggrieved Employees Payments, the LWDA Payment, the Class Counsel Award, the Settlement Administration Costs, the Service Award. However, Disbursement of the Class Counsel Award and the Settlement Administration Costs shall not precede disbursement of Individual Settlement Payments and Individual Aggrieved Employee Payments. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

4. Defendants' Share of Payroll Taxes. Defendants' share of employer-side payroll taxes is due separately and in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims.

C. Release by the Plaintiff, the LWDA, the State of California, and Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff as agent and proxy of the State of California (including the LWDA), the Plaintiff, the LWDA, and the State of California shall be deemed to release the Released Parties from the Released PAGA Claims. As a result of this release, the Aggrieved Employees shall be precluded from bringing future claims against Defendants for the Released PAGA Claims.

D. General Release by Plaintiff. As of the Effective Date for the consideration set forth in this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released Parties from any and all claims, whether known or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code § 1542, which provides as follows:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;

3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendants fully fund the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, fails to become effective, or is reversed, withdrawn, or materially modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, except as necessary to approve, interpret or enforce this Settlement Agreement;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

G. In the event that Defendants fail to fully fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

H. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. Defendants expressly reserve their rights to oppose class certification in the Action or any other action should this Settlement not become effective.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Plaintiff, the Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Plaintiff, Class Members, and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on any Service Award, the Individual Settlement Payments and/or Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Service Award, Individual Settlement Payments and/or Aggrieved Employee Payment.

J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the

Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to review and comment upon the Motion.

L. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA, Aggrieved Employees, and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or

Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

M. Notice Procedure.

1. Notice Packets.

a) The Notice Packet shall contain the Notice of Class and PAGA Representative Action Settlement ("Class Notice") in a form substantially similar to the form attached as **Exhibit A**. The Class Notice shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employee Payment will be mailed following the Funding Date. The Class Notice shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded

from the Settlement and Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Class Notice will also advise the Aggrieved Employees that they will be deemed to release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS AND PAGA ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

2. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

3. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct

address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if the Settlement Administrator identifies another mailing address. In addition, if any Class Member who is currently employed by Defendants, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

4. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendants' records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

5. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

6. Exclusions. The Class Notice contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, currently pending in the San Diego Superior Court, Case No. 24CU018187C. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if the Class Member does not sign it, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Aggrieved Employees are not permitted to exclude themselves from the

PAGA portion of the Settlement. Settlement Class Members shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Defendants only with a final list of the Settlement Class Members. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

7. Objections. The Class Notice contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a

written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Funding and Allocation of the Gross Settlement Amount. Defendants are required to pay the Gross Settlement Amount plus any employer's share of payroll taxes as mandated by law within the time specified hereinabove on the Funding Date.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

Aggrieved Employee Payment to calculate the estimated payment due to each Aggrieved Employee.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 80% penalties ("Penalties and Interest Portion"). The Wage Portion shall be reported on IRS Form W-2 and the Penalty and Interest Portion shall be reported on IRS Form 1099.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members and/or Aggrieved Employees may be entitled under any benefit plans.

6. All monies received by Plaintiff and the Settlement Class Members under the Settlement which are attributable to wages shall constitute income to Plaintiff and such Settlement Class Members solely in the year in which Plaintiff and the Settlement Class Members receive such monies. It is the intent of the Parties that Individual Settlement Payments and Aggrieved Employee Payments provided for in this Settlement agreement are the sole payments to be made by Defendants to Plaintiff, the Settlement Class Members and/or Aggrieved

Employees in connection with this Settlement Agreement and that Plaintiff, the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employees to request reissuance in the event the check was destroyed, lost, or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's Aggrieved Employee Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds, in accordance with California Code of Civil Procedure section 384. The Parties agreed that under this procedure, there is no residue as the entire Gross Settlement Amount will be distributed.

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and his Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of up to $10,000.00, as the Service Award.

Defendants will not oppose a Service Award up to $10,000.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendants understand, and will not oppose, a motion for attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount currently estimated to be One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($146,666.67) ***and*** attorneys' expenses supported by declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested attorneys' fees and/or attorneys' expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the attorneys' fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) days

after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested attorneys' fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Twenty Thousand Dollars and Zero Cents ($20,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment ($13,000.00) to the California Labor and Workforce Development Agency (hereinafter "LWDA Payment") no later than fifteen (15) days after the Funding Date. Thirty-five percent (35%) of the PAGA Payment ($7,000.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is $6,900.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the

amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than five (5) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least five (5) business days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

P. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

R. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendants represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

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

BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants,

regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the Operative Complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear their own attorney's fees and costs.

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 12/01/2025

Alaa Gado Kana (Dec 1, 2025 13:53:02 PST)

ALAA GADO KANA

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: December 10, 2025

Defendant Davidson Hotel Company, LLC

Gene Hayes

Printed Name

Vice President, Labor Counsel

Title

DATED: December 10, 2025

Defendant DHC SD Holdings, LLC

Gene Hayes

Printed Name

Labor Counsel, Authorized Agent

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: December 2, 2025

JCL LAW FIRM, A.P.C.

By: _____

Jean-Claude Lapuyade, Esq.
Sydney Castillo-Johnson, Esq.
John L. Nitti, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: December 10, 2025

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

JACKSON LEWIS, P.C.

By: _____
Adam Y. Siegel, Esq.
Lara P. Besser, Esq.
Annalyse E. Butler, Esq.
Attorneys for Defendants

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: December 15, 2025

JACKSON LEWIS, P.C.

By: A. Butler
Adam Y. Siegel, Esq.
Lara P. Besser, Esq.
Annalyse E. Butler, Esq.
Attorneys for Defendants

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EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

***(Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, San Diego County Superior Court Case No. 24CU018187C)**

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	**To receive a cash payment from the Settlement, you do not have to do anything. You will receive compensation but lose rights to sue separately.** If you do nothing, you will be considered a Settlement Class Member and will receive a proportionate share of the Settlement. You will be bound by the terms of the Settlement and also give up any rights to pursue a separate legal action against Defendants and/or any of the Released Parties, as defined below, for the same or similar legal claims as those alleged in this lawsuit, as detailed in the Released Class Claims and Released PAGA Claims in Section 4 below.
Exclude Yourself	**If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below.** If you request exclusion from the Class and Settlement, you will not be a member of the Settlement Class, you will receive **no money from the Settlement**, and you will not be able to make an objection to the Settlement, whether in writing, orally, by appeal or otherwise. However, you will retain the right to file a separate legal action. Please be aware that there are time limits for you to file a separate legal action. As discussed in Section 7, below, please also be aware that one of the claims in the Action is a claim for civil penalties under the Private Attorneys General Act ("PAGA"). If the Court approves this Settlement and you are an Aggrieved Employee, as defined below, you may not opt out of the PAGA portion of the Settlement. If you are an Aggrieved Employee, you will still receive your Aggrieved Employee Payment, and you will not be permitted to assert PAGA claims as an agent and proxy of the State of California against Defendants and the Released Parties based on the facts alleged in this Action, even if you ask to be excluded from the Settlement.
Object	**You may write to the Court about why you believe the settlement should not be approved.** If you believe the Settlement is unfair or you do not agree with the Settlement in any respect, you may object to the Settlement by submitting a written objection to the Settlement Administrator as explained below. You must remain a member of the Settlement Class to object to the Settlement. This means you cannot object to the Settlement if you also are asking to opt-out of the Settlement. You are not permitted to object from the PAGA portion of the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit (the "Action") pending in the Superior Court for the State of California, County of San Diego (the "Court") has been reached between Plaintiff Alaa Gado Kana ("Plaintiff") and Defendants Davidson Hotel Company, LLC and DHC SD Holdings LLC ("Defendants"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

> All persons who are or previously were employed by Defendant at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the period beginning October 18, 2020, and July 30, 2025 ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On October 18, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA"). On the same day, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 24CU018187C ("Action"), alleging claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802

On December 23, 2024, Plaintiff filed a representative action complaint in San Diego Superior Court, Case No. 24CU030160C ("PAGA Action"), asserting a single cause of action for violations of the PAGA.

On July 30, 2025, the Parties participated in a full day of mediation with mediator Tripper Ortman, Esq. At the conclusion of the full-day mediation, the Parties were able to reach an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, and Zakay Law Group, APLC, to serve as Class Counsel

On September 12, 2025, Plaintiff filed the Operative Complaint to amend and assert an additional cause of action for Violations of the PAGA.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the law, including

the California Unfair Competition law, the California Labor Code and the Industrial Welfare Commission Wage Orders.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of Four Hundred Forty Thousand Dollars and Zero Cents ($440,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

No later than sixty-five (65) days after Judgment becomes Final, Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed. Payments to Class Members and Aggrieved Employees will not be distributed until the Gross Settlement Amount is fully funded.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Settlement Payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed $6,900.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing Individual Settlement Payments.

- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than one-third (1/3) of the Gross Settlement Amount (currently $146,666.67) and actually incurred litigation expenses of up to Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been advancing all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, for the risks he undertook, and in exchange for executing a General Release of claims including a Civil Code 1542 waiver.

- PAGA Payment. A payment of $20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), $13,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $7,000.00 will be distributed to Aggrieved Employees as the Aggrieved Employee Payment.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek"

is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.

- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all persons who are or previously were employed by Defendant at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the period beginning October 18, 2023, through July 30, 2025 ("PAGA Period").

If the Court approves the Settlement, unless you opt out, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalty and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. As of the Effective Date and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Released PAGA Claims. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, Defendants shall be entitled to a release from Plaintiff and the State of California for all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which

occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<_____>> Workweeks worked during the Class Period (October 18, 2020, through July 30, 2025).

Based on this information, your estimated Individual Settlement Payment is <<_____>>.

Defendants' records reflect that you have <<_____>> Pay Periods worked during the PAGA Period (October 18, 2023, through July 30, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [sixty (60) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows**. Please be aware that there will be a time limit to bring your claims in a separate action, which may expire if the action is not filed within that time limit. Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment as you are not permitted to exclude yourself from the PAGA portion of the Settlement.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The request for exclusion

must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.,* currently pending in Superior Court of San Diego, Case No. 24CU018187C. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.,* San Diego County Superior Court, Case No. 24CU018187C**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below. You are not permitted to object to the PAGA portion of the Settlement.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:
Jean-Claude Lapuyade, Esq.
Sydney Castillo-Johnson, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Email: jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

Class Counsel:
Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600 San Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Counsel for Defendants:
Adam Siegel, Esq.
Jackson Lewis P.C
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Tel: (213) 689-0404
Email: adam.siegel@jacksonlewis.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Diego County Superior Court, Department C-70, located at 330 West Broadway, San Diego, CA 92101 before Judge Carolyn Caietti. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.,*** **San Diego County Superior Court, Case No. 24CU018187C**, Settlement Administrator, Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619 c/o Apex Class Action LLC.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

  Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be paid to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds, in accordance with California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
5/8/2026 2:37:03 PM

Clerk of the Superior Court
By A. Villasenor ,Deputy Clerk

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
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Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ALAA GADO KANA, an individual, on behalf of himself, and on behalf of all persons similarly situated,

Plaintiff,

v.

DAVIDSON HOTEL COMPANY, LLC; a Delaware limited liability company; DHC SD HOLDINGS LLC, a Delaware limited liability company; and DOES 1-50, Inclusive,

Defendants.

Case No: 24CU018187C

[PROPOSED] AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: April 17, 2026
Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti
Dept.: C-70

This matter having come before the Honorable Judge Carolyn M. Caietti of the Superior Court of the State of California, in and for the County of San Diego, at 10:30 a.m. on April 17, 2026, with Jean-Claude Lapuyade, Esq., and John L. Nitti, Esq. of the JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as counsel for Plaintiff Alaa Gado Kana ("Plaintiff"), and Adam Siegel, Esq., Lara P. Besser, Esq. and Annalyse E. Butler, Esq. of Jackson Lewis P.C, appearing for Defendants Davidson Hotel Company, LLC and DHC SD Holdings, LLC (hereinafter "Defendants"). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendants shall pay is Four Hundred Forty Thousand Dollars and Zero Cents ($440,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of

reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks a Class Counsel Award in the amount of up to One Hundred Seventy One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($171,666.67), comprised of up to one-third of the Gross Settlement Amount for attorney's fees, or $146,666.67, ***and*** litigation expenses of up to $25,000.00, to be paid to Class Counsel, as well as a proposed Service Award to the Class Representative, Alaa Gado Kana, in an amount of not more than Ten Thousand Dollars and Zero Cents ($10,000.00). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

> "All persons who are or previously were employed by Defendant Davidson Hotel Company, LLC and/or DHC SD Holdings, LLC at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees ("Class") during the period beginning October 18, 2020, through July 30, 2025 ("Class Period").

7. For settlement purposes only, Aggrieved Employees are defined as follows:

> "Individuals who are or previously were employed by Defendant Davidson Hotel Company, LLC and/or DHC SD Holdings, LLC at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the period beginning October 18, 2023, through July 30, 2025 ("PAGA Period")."

8. The Court concludes that, for settlement purposes only, the Class meets the requirements

for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the representative of the Class Members.

9. The Court provisionally appoints Plaintiff Alaa Gado Kana as the representative of the Class.

10. The Court provisionally appoints Jean-Claude Lapuyade, Esq., and Sydney Castillo-Johnson, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

11. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of Class and PAGA Representative Action Settlement and Final Hearing Date ("Notice Packet") attached to the Agreement as Exhibit "A". The Court finds that the Notice Packet appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Notice Packets substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Notice Packets by first class mail, pursuant to the terms set forth in the Agreement.

12. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. Defendants have provided the Settlement Administrator with the Class Data, including information regarding Class Members that Defendants will in good faith compile from its records, including each

Class Member's full name, last-known address, Social Security number, telephone number, and the number of Workweeks and Pay Periods worked by each Class Member during the Class Period and Aggrieved Employee during the PAGA Period. No later than fourteen (14) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

13. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or received by the Response Deadline which is sixty (60) calendar days after the Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet, not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

14. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice Packet. Class Members will have sixty (60) calendar days from the date the Settlement Administrator mails the Notice Packet to postmark their written objections to the Settlement Administrator.

15. A Motion for Final Approval hearing shall be held on November 13, 2026, at 10:30 a.m., in Department C-70 of the San Diego County Superior Court, to consider the fairness, adequacy, and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Award, Service Award, PAGA Payment, Settlement Administration Costs, and Individual Settlement Payments to participating Class Members.

16. A Motion for Class Counsel Award and Service Award shall also be held before this

Court on November 13, 2026, at 10:30 a.m. in Department C-70 of the San Diego County Superior Court. All papers in support of the Motion for Final Approval and the Motion for Class Counsel Award and Service Award shall be filed with the Court and served on all counsel no later than 16 days prior to the Final Approval Hearing. Class Counsel and Plaintiff shall use best efforts to file all papers in support of the Motion for Final Approval and the Motion for Class Counsel Award and Service Award with the Court and served on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

17. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: 5/8/26

JUDGE OF THE SUPERIOR COURT
Carolyn M. Geletti, Judge

EXHIBIT 1

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(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ALAA GADO KANA, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, v. DAVIDSON HOTEL COMPANY, LLC; a Delaware limited liability company; DHC SD HOLDINGS, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No: 24CU018187C [Complaint Filed: October 18, 2024] [First Amended Complaint Filed: September 15, 2025] **STIPULATION OF SETTLEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Alaa Gado Kana (hereinafter "Plaintiff"), an individual, on behalf of himself, and on behalf of all persons similarly situated, and Defendant Davidson Hotel Company, LLC, and Defendant DHC SD Holdings, LLC ("Defendants"):

I. DEFINITIONS

A. "Action" shall mean the putative class and representative action lawsuit designated *Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.,* San Diego County Superior Court, Case No. 24CU018187C, filed October 18, 2024.

B. "Aggrieved Employee Payment" shall mean the Aggrieved Employees' pro-rata share of the portion of the PAGA Payment allocated to the Aggrieved Employees.

C. "Aggrieved Employees" means all persons who are or previously were employed by Defendant at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the period from October 18, 2023, through July 30, 2025 ("PAGA Period").

D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

E. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be $171,666.67 out of $440,000.00 plus costs of up to $25,000.00 ("Cost Award"). Attorneys' fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC). Plaintiff expressly consents to this fee division.

F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq., and Sydney Castillo-Johnson, Esq. of JCL Law Firm, APC; and Shani O. Zakay, Esq. of Zakay Law Group, APLC.

G. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include to the extent practicable: each Class Member's full name; last known address; Social Security Number; telephone number, and number of Class Period Workweeks and PAGA Pay Periods.

H. "Class Period" means the period beginning October 18, 2020, through July 30, 2025.

I. "Class Representative" shall mean plaintiff Alaa Gado Kana.

J. "Class" or the "Class Members" means all persons who are or previously were employed by Defendants at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the Class Period.

K. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

L. "Defendants" shall mean Davidson Hotel Company, LLC and DHC SD Holdings LLC.

M. "Effective Date" means the date of entry by the Court of an order and judgment finally approving this Settlement and either (i) the applicable date for seeking appellate review of the Court's final approval order has passed without a timely appeal or request for review having been made; or (ii) a California Court of Appeal or the California Supreme Court has rendered a final judgment affirming the Court's final approval without material modification, and the time for any further appeal has expired.

N. "Funding Date" shall mean the date by which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendants will pay the Gross Settlement Amount to the Settlement Administrator within sixty-five (65) days of the Effective Date.

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O. "Gross Settlement Amount" means Four Hundred Forty Thousand Dollars and Zero Cents ($440,000.00) that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. Defendants' share of employer payroll taxes on any payments allocated as wages under this Settlement shall be paid by Defendants in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants.

P. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

Q. "LWDA Payment" shall mean the sixty-five percent (65%) or Thirteen Thousand Dollars and Zero Cents ($13,000.00) of the PAGA Payment that shall be paid to the California Labor and Workforce Development Agency ("LWDA").

R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

S. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

T. "Operative Complaint" shall mean the First Amended Complaint filed by Plaintiff on September 15, 2025, in the San Diego Superior Court.

U. "PAGA Action" shall mean the action designated *Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, San Diego County Superior Court, Case No. 24CU030160C, filed December 23, 2024.

V. "PAGA Pay Periods" for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during the PAGA Period.

X. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents ($20,000.00) to be allocated from the Gross Settlement Amount, with 35% of the payment going to the Aggrieved Employees ("Aggrieved Employee Payment") and 65% of the payment going to the Labor and Workforce Development Agency ("LWDA Payment"). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(m). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

Y. "PAGA Period" means the period beginning October 18, 2023, through July 30, 2025.

Z. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

AA. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, individually.

BB. "Payment Ratio" means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

CC. "Plaintiff" shall mean Alaa Gado Kana.

DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

EE. "Released Class Claims" shall mean all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

FF. "Released PAGA Claims" shall mean all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

GG. "Released Parties" shall mean Defendants and any of their former and present parents, subsidiaries, divisions, corporate members, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, successors, assigns, insurers, and legal representatives.

HH. "Response Deadline" means the date sixty (60) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. Neither side shall encourage any Class Member to opt out.

II. "Service Award" means an award in the amount of $10,000, or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment, and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of claims including a Civil Code 1542 waiver.

JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed $6,900.00.

KK. "Settlement Administrator" means Apex Class Action LLC, located at Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets

of the Parties and any person related to the Parties. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

LL. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

MM. "Settlement" means the disposition of the Action pursuant to this Agreement.

NN. "Workweeks," shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California. The Settlement Administrator will calculate the Workweeks based on the Class Data and will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

II. RECITALS

A. On October 18, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. Additionally, Plaintiff filed the Action, alleging claims for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;

2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;

3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;

4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;

5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;

6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;

7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and

8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

B. On December 23, 2024, Plaintiff filed the PAGA Action alleging a single cause of action for violations of the Private Attorneys General Act in Violation of Cal. Lab Code §§ 2698 *et seq.*

C. On July 30, 2025, the Parties participated in a full day mediation with mediator Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after both sides agreed to a Mediator's proposal, which was subsequently memorialized in the form of a Memorandum of Understanding ("MOU").

D. On September 12, 2025, Plaintiff filed the Operative Complaint to add an additional cause of action for violations of PAGA.

E. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders. The Class Representative believes that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action and this action is manageable as a PAGA representative action.

F. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by the Class Representative alleged in the Action, and/or alleged in the Class Representative's Notice of Violations to the LWDA are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all

times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

G. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations and reviewing documents and information exchanged through formal discovery, and reviewing documents and information provided by Defendants informally to prepare for mediation. Defendants produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although they deny any liability, Defendants agree to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

H. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class or the State of California (including the LWDA) or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to

continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of Four Hundred Forty Thousand Dollars Zero Cents ($440,000.00). The Gross Settlement Amount will be used to pay the Individual Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size and Escalator Clause. The Parties negotiated the Settlement based on data provided by Defendants showing that the Class was comprised of approximately 219 individuals who collectively worked approximately 17,337 Workweeks during the Class Period. In regard hereto, no later than seven (7) days before Plaintiff's deadline to file their motion for Preliminary Approval of the

Settlement, Defendants will provide the Settlement Administrator with the Class Data in order to administer the Settlement, which Defendants will in good faith compile from their records. If the actual number of Workweeks worked during the Class Period exceeds the above number by more than 10%, the settlement amount will be increased by the percentage over 110% of the increased workweeks. For example, if the total Workweeks in the Class Period are 115% of 17,337, the Gross Settlement will increase by 5%. Alternatively, should the number of Workweeks exceed 110% of 17,337, Defendants can cut the Class Period back to the date on which the number of Workweeks reached 17,337.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on the Funding Date. Within fifteen (15) days after the Funding Date, the Settlement Administrator will mail checks for all Individual Settlement Payments and all Aggrieved Employees Payments, the LWDA Payment, the Class Counsel Award, the Settlement Administration Costs, the Service Award. However, Disbursement of the Class Counsel Award and the Settlement Administration Costs shall not precede disbursement of Individual Settlement Payments and Individual Aggrieved Employee Payments. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

4. Defendants' Share of Payroll Taxes. Defendants' share of employer-side payroll taxes is due separately and in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims.

C. Release by the Plaintiff, the LWDA, the State of California, and Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff as agent and proxy of the State of California (including the LWDA), the Plaintiff, the LWDA, and the State of California shall be deemed to release the Released Parties from the Released PAGA Claims. As a result of this release, the Aggrieved Employees shall be precluded from bringing future claims against Defendants for the Released PAGA Claims.

D. General Release by Plaintiff. As of the Effective Date for the consideration set forth in this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released Parties from any and all claims, whether known or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code § 1542, which provides as follows:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;

3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendants fully fund the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, fails to become effective, or is reversed, withdrawn, or materially modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, except as necessary to approve, interpret or enforce this Settlement Agreement;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

G. In the event that Defendants fail to fully fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

H. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. Defendants expressly reserve their rights to oppose class certification in the Action or any other action should this Settlement not become effective.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Plaintiff, the Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Plaintiff, Class Members, and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on any Service Award, the Individual Settlement Payments and/or Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Service Award, Individual Settlement Payments and/or Aggrieved Employee Payment.

J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the

Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to review and comment upon the Motion.

L. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA, Aggrieved Employees, and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or

Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

M. Notice Procedure.

1. Notice Packets.

a) The Notice Packet shall contain the Notice of Class and PAGA Representative Action Settlement ("Class Notice") in a form substantially similar to the form attached as **Exhibit A**. The Class Notice shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employee Payment will be mailed following the Funding Date. The Class Notice shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded

from the Settlement and Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Class Notice will also advise the Aggrieved Employees that they will be deemed to release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS AND PAGA ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

2. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

3. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct

address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if the Settlement Administrator identifies another mailing address. In addition, if any Class Member who is currently employed by Defendants, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

4. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendants' records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

5. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

6. Exclusions. The Class Notice contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, currently pending in the San Diego Superior Court, Case No. 24CU018187C. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if the Class Member does not sign it, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Aggrieved Employees are not permitted to exclude themselves from the

PAGA portion of the Settlement. Settlement Class Members shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Defendants only with a final list of the Settlement Class Members. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

7. Objections. The Class Notice contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a

written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Funding and Allocation of the Gross Settlement Amount. Defendants are required to pay the Gross Settlement Amount plus any employer's share of payroll taxes as mandated by law within the time specified hereinabove on the Funding Date.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

Aggrieved Employee Payment to calculate the estimated payment due to each Aggrieved Employee.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 80% penalties ("Penalties and Interest Portion"). The Wage Portion shall be reported on IRS Form W-2 and the Penalty and Interest Portion shall be reported on IRS Form 1099.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members and/or Aggrieved Employees may be entitled under any benefit plans.

6. All monies received by Plaintiff and the Settlement Class Members under the Settlement which are attributable to wages shall constitute income to Plaintiff and such Settlement Class Members solely in the year in which Plaintiff and the Settlement Class Members receive such monies. It is the intent of the Parties that Individual Settlement Payments and Aggrieved Employee Payments provided for in this Settlement agreement are the sole payments to be made by Defendants to Plaintiff, the Settlement Class Members and/or Aggrieved

Employees in connection with this Settlement Agreement and that Plaintiff, the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employees to request reissuance in the event the check was destroyed, lost, or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's Aggrieved Employee Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds, in accordance with California Code of Civil Procedure section 384. The Parties agreed that under this procedure, there is no residue as the entire Gross Settlement Amount will be distributed.

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and his Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of up to $10,000.00, as the Service Award.

Defendants will not oppose a Service Award up to $10,000.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendants understand, and will not oppose, a motion for attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount currently estimated to be One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($146,666.67) ***and*** attorneys' expenses supported by declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested attorneys' fees and/or attorneys' expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the attorneys' fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) days

after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested attorneys' fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Twenty Thousand Dollars and Zero Cents ($20,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment ($13,000.00) to the California Labor and Workforce Development Agency (hereinafter "LWDA Payment") no later than fifteen (15) days after the Funding Date. Thirty-five percent (35%) of the PAGA Payment ($7,000.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is $6,900.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the

amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than five (5) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least five (5) business days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

P. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

R. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendants represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

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

BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants,

regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the Operative Complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear their own attorney's fees and costs.

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 12/01/2025

Alaa Gado Kana (Dec 1, 2025 13:53:02 PST)

ALAA GADO KANA

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: December 10, 2025

Defendant Davidson Hotel Company, LLC

Gene Hayes

Printed Name

Vice President, Labor Counsel

Title

DATED: December 10, 2025

Defendant DHC SD Holdings, LLC

Gene Hayes

Printed Name

Labor Counsel, Authorized Agent

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: December 2, 2025

JCL LAW FIRM, A.P.C.

By:

Jean-Claude Lapuyade, Esq.
Sydney Castillo-Johnson, Esq.
John L. Nitti, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: December 10, 2025

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

JACKSON LEWIS, P.C.

By: _____
Adam Y. Siegel, Esq.
Lara P. Besser, Esq.
Annalyse E. Butler, Esq.
Attorneys for Defendants

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DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: December 15, 2025

JACKSON LEWIS, P.C.

By: A. Butler
Adam Y. Siegel, Esq.
Lara P. Besser, Esq.
Annalyse E. Butler, Esq.
Attorneys for Defendants

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EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

***(Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, San Diego County Superior Court Case No. 24CU018187C)**

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	**To receive a cash payment from the Settlement, you do not have to do anything. You will receive compensation but lose rights to sue separately.** If you do nothing, you will be considered a Settlement Class Member and will receive a proportionate share of the Settlement. You will be bound by the terms of the Settlement and also give up any rights to pursue a separate legal action against Defendants and/or any of the Released Parties, as defined below, for the same or similar legal claims as those alleged in this lawsuit, as detailed in the Released Class Claims and Released PAGA Claims in Section 4 below.
Exclude Yourself	**If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below.** If you request exclusion from the Class and Settlement, you will not be a member of the Settlement Class, you will receive **no money from the Settlement**, and you will not be able to make an objection to the Settlement, whether in writing, orally, by appeal or otherwise. However, you will retain the right to file a separate legal action. Please be aware that there are time limits for you to file a separate legal action. As discussed in Section 7, below, please also be aware that one of the claims in the Action is a claim for civil penalties under the Private Attorneys General Act ("PAGA"). If the Court approves this Settlement and you are an Aggrieved Employee, as defined below, you may not opt out of the PAGA portion of the Settlement. If you are an Aggrieved Employee, you will still receive your Aggrieved Employee Payment, and you will not be permitted to assert PAGA claims as an agent and proxy of the State of California against Defendants and the Released Parties based on the facts alleged in this Action, even if you ask to be excluded from the Settlement.
Object	**You may write to the Court about why you believe the settlement should not be approved.** If you believe the Settlement is unfair or you do not agree with the Settlement in any respect, you may object to the Settlement by submitting a written objection to the Settlement Administrator as explained below. You must remain a member of the Settlement Class to object to the Settlement. This means you cannot object to the Settlement if you also are asking to opt-out of the Settlement. You are not permitted to object from the PAGA portion of the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit (the "Action") pending in the Superior Court for the State of California, County of San Diego (the "Court") has been reached between Plaintiff Alaa Gado Kana ("Plaintiff") and Defendants Davidson Hotel Company, LLC and DHC SD Holdings LLC ("Defendants"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

> All persons who are or previously were employed by Defendant at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the period beginning October 18, 2020, and July 30, 2025 ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On October 18, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA"). On the same day, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 24CU018187C ("Action"), alleging claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802

On December 23, 2024, Plaintiff filed a representative action complaint in San Diego Superior Court, Case No. 24CU030160C ("PAGA Action"), asserting a single cause of action for violations of the PAGA.

On July 30, 2025, the Parties participated in a full day of mediation with mediator Tripper Ortman, Esq. At the conclusion of the full-day mediation, the Parties were able to reach an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, and Zakay Law Group, APLC, to serve as Class Counsel

On September 12, 2025, Plaintiff filed the Operative Complaint to amend and assert an additional cause of action for Violations of the PAGA.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the law, including

the California Unfair Competition law, the California Labor Code and the Industrial Welfare Commission Wage Orders.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of Four Hundred Forty Thousand Dollars and Zero Cents ($440,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

No later than sixty-five (65) days after Judgment becomes Final, Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed. Payments to Class Members and Aggrieved Employees will not be distributed until the Gross Settlement Amount is fully funded.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Settlement Payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed $6,900.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing Individual Settlement Payments.

- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than one-third (1/3) of the Gross Settlement Amount (currently $146,666.67) and actually incurred litigation expenses of up to Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been advancing all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, for the risks he undertook, and in exchange for executing a General Release of claims including a Civil Code 1542 waiver.

- PAGA Payment. A payment of $20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), $13,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $7,000.00 will be distributed to Aggrieved Employees as the Aggrieved Employee Payment.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek"

is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.

- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all persons who are or previously were employed by Defendant at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during the period beginning October 18, 2023, through July 30, 2025 ("PAGA Period").

If the Court approves the Settlement, unless you opt out, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalty and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. As of the Effective Date and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Released PAGA Claims. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, Defendants shall be entitled to a release from Plaintiff and the State of California for all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which

occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<_____>> Workweeks worked during the Class Period (October 18, 2020, through July 30, 2025).

Based on this information, your estimated Individual Settlement Payment is <<_____>>.

Defendants' records reflect that you have <<_____>> Pay Periods worked during the PAGA Period (October 18, 2023, through July 30, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [sixty (60) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows**. Please be aware that there will be a time limit to bring your claims in a separate action, which may expire if the action is not filed within that time limit. Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment as you are not permitted to exclude yourself from the PAGA portion of the Settlement.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The request for exclusion

must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, currently pending in Superior Court of San Diego, Case No. 24CU018187C. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, San Diego County Superior Court, Case No. 24CU018187C**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below. You are not permitted to object to the PAGA portion of the Settlement.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:
Jean-Claude Lapuyade, Esq.
Sydney Castillo-Johnson, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
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Email: jlapuyade@jcl-lawfirm.com
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Class Counsel:
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Email: shani@zakaylaw.com

Counsel for Defendants:
Adam Siegel, Esq.
Jackson Lewis P.C
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Tel: (213) 689-0404
Email: adam.siegel@jacksonlewis.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Diego County Superior Court, Department C-70, located at 330 West Broadway, San Diego, CA 92101 before Judge Carolyn Caietti. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Alaa Gado Kana v. Davidson Hotel Company, LLC, et al.*, San Diego County Superior Court, Case No. 24CU018187C**, Settlement Administrator, Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619 c/o Apex Class Action LLC.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

  Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be paid to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds, in accordance with California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Fri 3/20/2026 3:10 PM
To Jennifer Heming <jheming@jcl-lawfirm.com>

03/20/2026 03:08:59 PM Thank you for your submission to the Labor and Workforce Development Agency. Item submitted: Proposed Settlement On 03/20/2026 03:08:59 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1057021-24 If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov. DIR PAGA Unit on behalf of Labor and Workforce Development Agency Website: https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7Cb2c7de9be595461222ed08de86cd7068%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C639096414091175651%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1rlUunjfo4G%2FQ5dc7kieiaUle21WTVA6NpCau9GmDW8%3D&reserved=0

EXHIBIT 4