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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.: 24CU018187C **[PROPOSED] JUDGMENT** Date: November 13, 2026 Time: 10:30 a.m. Judge: Hon. Carolyn M. Caietti Dept.: C-70

Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and Service Award duly came on for hearing on November 13, 2026, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class and PAGA Action Settlement and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:

1. The certification of the Class is confirmed for the purposes of settlement. The Class is defined as "all persons who are or previously were employed by Davidson Hotel Company, LLC and/or DHD SD Holdings, LLC ("Defendants") at the Hilton San Diego Gaslamp Quarter location and classified as non-exempt employees at any time during October 18, 2020, through March 20, 2026 (the "Class Period")."

2. All persons who meet the foregoing definition are Settlement Class Members, except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval of Class and PAGA Action Settlement and this Final Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of Class and PAGA Action Settlement and in this Final Judgment.

4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and each Class Member who has not validly opted out has released the "Released Parties" from the "Released Class Claims" as set forth in the Agreement.

6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

a. The "Released Class Claims" are defined 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.

b. The "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.

7. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and the LWDA have released the Released Parties from the "Released PAGA Claims" for the "PAGA Period" as set forth in the Agreement.

8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

(a) The "Released PAGA Claims" are defined as all PAGA claims alleged, or reasonably could have been alleged based on the facts 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.

(b) The "PAGA Period" is defined as the period beginning October 18, 2023, through July 30, 2025.

9. This Court hereby grants final approval and awards the following: (i) One Hundred Sixty-Eight Thousand Three Hundred Twenty-Two Dollars and Eighty-One Cents ($168,322.81) for the Class Counsel Award comprised of One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($146,666.67) for attorneys' fees and litigation costs in the amount of Twenty-One Thousand Six Hundred Fifty-Six Dollars and Fourteen Cents ($21,656.14); (ii) the Service Award to the Class Representative, Alaa Gado Kana in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); (iii) Settlement Administration Costs of

Six Thousand Eight Hundred Fifty Dollars and Zero Cents ($6,850.00) to Apex Class Action, LLC; (iv) Thirteen Thousand Dollars and Zero Cents ($13,000.00) (65% of the PAGA Payment) to the Labor and Workforce Development Agency ("LWDA Payment"); and (v) Seven Thousand Dollars and Zero Cents ($7,000.00) (35% of the PAGA Payment) allocated to the Aggrieved Employee Payments.

10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(l)(3).

11. The Court sets a status conference on **_____, at ____ a.m.** in Department C-70 to confirm the completion of the settlement process.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: _____, 2026

_____
Hon. Carolyn M. Caietti
JUDGE OF THE SUPERIOR COURT