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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] 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

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

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
12 Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
13 copy of which is attached to the Declaration of Sydney Castillo-Johnson as Exhibit “1”. This is based
14 on the Court’s determination that the Settlement Agreement is within the range of possible final
15 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
16 California Rules of Court, rule 3.769.

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

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

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

7 5. Plaintiff seeks a Class Counsel Award in the amount of up to One Hundred Seventy One
8 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$171,666.67), comprised of up to
9 one-third of the Gross Settlement Amount for attorney's fees, or \$146,666.67, *and* litigation expenses
10 of up to \$25,000.00, to be paid to Class Counsel, as well as a proposed Service Award to the Class
11 Representative, Alaa Gado Kana, in an amount of not more than Ten Thousand Dollars and Zero Cents
12 (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will not
13 approve the Class Counsel Award or Service Award until the Final Approval Hearing.

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

18 "All persons who are or previously were employed by Defendant Davidson
19 Hotel Company, LLC and/or DHC SD Holdings, LLC at the Hilton San
20 Diego Gaslamp Quarter location and classified as non-exempt employees
21 ("Class") during the period beginning October 18, 2020, through July 30,
22 2025 ("Class Period").

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

24 "Individuals who are or previously were employed by Defendant Davidson
25 Hotel Company, LLC and/or DHC SD Holdings, LLC at the Hilton San
26 Diego Gaslamp Quarter location and classified as non-exempt employees
27 at any time during the period beginning October 18, 2023, through July 30,
28 2025 ("PAGA Period")."

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

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

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

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

27 12. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator.
28 Defendants have provided the Settlement Administrator with the Class Data, including information

1 regarding Class Members that Defendants will in good faith compile from its records, including each
2 Class Member's full name, last-known address, Social Security number, telephone number, and the
3 number of Workweeks and Pay Periods worked by each Class Member during the Class Period and
4 Aggrieved Employee during the PAGA Period. No later than fourteen (14) calendar days after
5 preliminary approval of the Settlement, the Settlement Administrator shall mail and email copies of the
6 Notice Packet to all Class Members via first class U.S. Mail.

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

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

24 15. A Motion for Final Approval hearing shall be held on _____ at
25 _____(a.m./p.m.), in Department C-70 of the San Diego County Superior Court, to consider the
26 fairness, adequacy, and reasonableness of the proposed Settlement, including without limitation the:
27 Class Counsel Award, Service Award, PAGA Payment, Settlement Administration Costs, and
28 Individual Settlement Payments to participating Class Members.

1 16. A Motion for Class Counsel Award and Service Award shall also be held before this
2 Court on _____ at _____(a.m./p.m.) in Department C-70 of the San Diego County
3 Superior Court. All papers in support of the Motion for Final Approval and the Motion for Class
4 Counsel Award and Service Award shall be filed with the Court and served on all counsel no later than
5 16 days prior to the Final Approval Hearing. Class Counsel and Plaintiff shall use best efforts to file all
6 papers in support of the Motion for Final Approval and the Motion for Class Counsel Award and
7 Service Award with the Court and served on all counsel within twenty-eight (28) days following the
8 expiration of the Response Deadline.

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

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

20
21 Dated: _____

JUDGE OF THE SUPERIOR COURT