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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 FINAL APPROVAL** 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. JCL Law Firm, APC and Zakay Law Group, APLC, appeared on behalf of Plaintiff ALAA GADO KANA ("Plaintiff"). Jackson Lewis, P.C. appeared on behalf of Davidson Hotel Company, LLC and DHC SD Holdings LLC ("Defendants").

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of San Diego ("Court"), Case No. 24CU018187C, entitled *Alaa Gado Kano v. Davidson Hotel Company, LLC et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On May 8, 2026, the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to the Class Members at their last known addresses on May 22, 2026. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class Members. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The Response Deadline for opting out or objecting was July 21, 2026. Class Members who received a remailed notice had an extended Response Deadline of August 5, 2026. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected or requested exclusion.

Fairness Of The Settlement

6. The Agreement provides for a Gross Settlement Amount of $440,000.00. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The settlement was reached through arms-length bargaining between the Parties. There is no evidence of any collusion between the Parties in reaching the proposed settlement.

b. The Parties' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all parties are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. No objections or requests for exclusion were received.

e. The participation rate is unanimous. 100% of Class Members will be participating in the Settlement and will be sent settlement payments.

7. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Class Members.

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PAGA Payment

9. The Agreement provides for a payment of PAGA Payment in the amount of $20,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and the allocation of $13,000.00 to the Labor and Workforce Development Agency ("LWDA Payment") and $7,000.00 to Aggrieved Employees ("Aggrieved Employee Payment") is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

Attorneys' Fees and Litigation Costs

10. The Agreement provides for a payment of 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). Subject to Court approval, the attorneys' fees are equal to one-third of the Gross Settlement Amount, or One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($146,666.67), and reimbursement of litigation costs in the amount of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00).

11. A Class Counsel Award of up to _____ ($_____) comprised of attorneys' fees in the amount of One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($146,666.67) and reimbursement of litigation costs in the amount of ____ ($_____) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fees represent one-third of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

Service Award

12. The Agreement provides for a Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

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Settlement Administration Costs

13. The Agreement provides for Settlement Administration Costs to be paid in an amount not to exceed $6,850.00. The Declaration of the Settlement Administrator provides that the actual claims Settlement Administration Costs were $6,850.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Class is hereby defined to include:

> 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 October 18, 2020, through March 20, 2026 (the "Class Period").

2. There are 228 members of the Class. Every person in the Class who did not opt out is a Participating Class Member. After providing Notice to the Class, there are zero requests for exclusion to the Settlement.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In exchange, the Class Members shall release the "Released Parties" from the "Released Class Claims" and Plaintiff and the LWDA shall release the "Released Parties" from the "Released PAGA Claims."

a. 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.

b. 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.

c. 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.

5. Class Counsel are awarded _____ ($_____) comprised of attorneys' fees in the amount of One Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($146,666.67) and reimbursement of litigation costs in the amount of ____ ($_____). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

6. The payment of the Service Award to Plaintiff in the amount of $10,000.00 is approved.

7. The payment of $6,850.00 to the Settlement Administrator for Settlement Administration Costs is approved.

8. The PAGA Payment of $20,000.00 is hereby approved as fair, reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud or collusion.

9. Final Judgment is hereby entered in this action. The Final Judgment shall bind each Participating Class Member.

10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

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11. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorney General Act ("PAGA") on March 20, 2026, and again on October 19, 2026.

12. The Court orders Class Counsel to comply with California Labor Code § 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this Order.

13. The Agreement is not an admission by Defendants, nor is this Final Approval Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants and shall not be offered in evidence in any action or proceeding against Defendants in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

14. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members and the Final Approval Order and Judgment shall be posted on the Administrator's website as indicated in the Class Notice.

15. After entry of Final Judgment, and pursuant to C.C.P. Section 664.6, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, 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.

16. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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

IT IS SO ORDERED.

DATED: _____, 2026

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Hon. Carolyn M. Caietti
JUDGE OF THE SUPERIOR COURT