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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

SIXTO ALEGRIA FERNANDEZ, an
individual, on behalf of himself, and on behalf
of all persons similarly situated,

Plaintiffs,

v.

HILTON GRAND VACATIONS COMPANY,
LLC, a Delaware limited liability company,
HILTON RESORTS CORPORATION dba
HILTON GRAND VACATIONS, a Delaware
stock corporation, HILTON GRAND
VACATIONS CLUB, LLC, a Delaware limited
liability company; and DOES 1-50, Inclusive,

Defendants.

Case No. CVRI2402069

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: January 12, 2026
Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

1 Plaintiff Sixto Alegria Fernandez’s (“Plaintiff”) motion for an order finally approving the
2 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (“Agreement”
3 or “Settlement Agreement”), attached as Exhibit “1” to the Declaration of Sydney Castillo-Johnson,
4 Esq, in support of Plaintiff’s Motion for Final Approval of Class and PAGA Action Settlement filed
5 on December 12, 2025, and Motion for Class Counsel Award and Class Representative Service
6 Award, duly came on for hearing on January 12, 2026, before the above-entitled Court. Zakay Law
7 Group, APLC, and JCL Law Firm, APC appeared on behalf of Plaintiff Sixto Alegria Fernandez
8 (“Plaintiff”). Brook Barnes, Esq., Clint Engleson, Esq., and Nicholas S. Kawuka, Esq. of Snell &
9 Wilmer LLP appearing for Defendants Hilton Grand Vacations Company, LLC, Hilton Resorts
10 Corporation dba Hilton Grand Vacations, and Hilton Grand Vacations Club, LLC (“Defendants”).

11 **I.**

12 **FINDINGS**

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

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

17 2. This Court has jurisdiction over the subject matter of this litigation pending
18 in the California Superior Court for the County of Riverside (“Court”), Case No. CVRI2402069,
19 entitled *Sixto Alegria Fernandez v. Hilton Grand Vacations Company, LLC, et al.*, and over all
20 Parties to this litigation, including the Class.

21 **Preliminary Approval of the Settlement**

22 3. On July 28, 2025, the Court granted preliminary approval of the Settlement
23 (“Preliminary Approval Order”). On October 8, 2025, the Court signed the Preliminary Approval
24 Order. At the same time, the Court approved conditional certification of the Class for settlement
25 purposes only. The Court confirms this Order and finally approves the Settlement and the
26 certification of the Class for settlement purposes.

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1 **Notice to the Class**

2 4. In compliance with the Preliminary Approval Order, the Notice Packet was
3 mailed by first class mail to the Class Members at their last known addresses on or about October
4 31, 2025. Mailing of the Notice Packet to their last known addresses was the best notice practicable
5 under the circumstances and was reasonably calculated to communicate actual notice of the
6 litigation and the proposed settlement to the members of the Class Members. The Court finds that
7 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.
8 The Notice Packet given to the Class Members fully and accurately informed the Class Members of
9 all material elements of the proposed Settlement and of their opportunity to object to or comment
10 thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class
11 Members; and complied fully with the laws of the State of California, the United States Constitution,
12 due process and other applicable law. The Notice Packet fairly and adequately described the
13 Settlement and provided Class Members adequate instructions and a variety of means to obtain
14 additional information.

15 5. The Response Deadline for opting out or objecting was December 15, 2025.
16 There was an adequate interval between notice and deadline to permit Class Members to choose
17 what to do and act on their decision. A full opportunity has been afforded to the Class Members to
18 participate in this hearing, and all Class Members and other persons wishing to be heard have been
19 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
20 proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did
21 not timely and properly submit a request for exclusion are bound by the Settlement and this Final
22 Approval Order and Judgment. There are *zero* opt-outs and *zero* exclusions to the Settlement.
23 Therefore, 100% of the Class Members will be participating in the Settlement and will be sent
24 Individual Settlement Payments. Aggrieved Employees will also be bound by the Settlement and be
25 sent their Aggrieved Employee Payment, as applicable under the Agreement.

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1 **Fairness Of the Settlement**

2 6. The Agreement provides for a Gross Settlement Amount of \$200,000.00.
3 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
4 Cal.App.4th 1794, 1801.)

5 a. The settlement was reached through arms-length bargaining between
6 the Parties during and after a full-day mediation with Lou Marlin, Esq., a mediator of wage and hour
7 class and PAGA actions. There is no evidence of any collusion between the Parties in reaching the
8 proposed settlement.

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

11 c. Counsel for all parties are experienced in similar employment class-
12 action and PAGA litigation and have previously settled similar class and PAGA claims. All counsel
13 recommended approval of the Settlement.

14 d. The percentage of objectors and requests for exclusion is zero. No
15 objections were received. No requests for exclusion were received.

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

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

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

25 **PAGA Payment**

26 9. The Agreement provides for a payment of PAGA Payment in the amount of
27 \$10,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
28 Payment and the allocation of \$7,500.00 to the Labor and Workforce Development Agency

1 (“LWDA Payment”) and \$2,500.00 to Aggrieved Employees (“Aggrieved Employee Payment”) is
2 fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
3 (2021) 72 Cal.App.5th 56. The LWDA received notice of the Settlement as required under
4 applicable law and did not object to the Settlement.

5 **Class Counsel Award**

6 10. The Agreement provides for a Class Counsel Award in the amount of up to
7 Eighty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$86,666.66.). Subject
8 to Court approval, the Class Counsel Award consists of attorneys’ fees equal to one-third (1/3) of
9 the Gross Settlement Amount, or Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six
10 Cents (\$66,666.66) and reimbursement of costs and expenses in the amount of up to Eighteen
11 Thousand, Eight Hundred, Thirty-Seven Dollars and Twelve Cents (\$18,837.12).

12 11. A Class Counsel Award of Eighty-Six Thousand, Six Hundred Sixty-Six
13 Dollars and Sixty-Six Cents (\$86,666.66) comprised of attorneys’ fees in the amount of Sixty-Six
14 Thousand, Six Hundred and Sixty Six Hundred and Sixty-Six Cents (\$66,666.66) and
15 reimbursement of actually incurred costs and expenses in the amount of Eighteen Thousand, Eight
16 Hundred, Thirty-Seven Dollars and Twelve Cents (\$18,837.12) is reasonable in light of the
17 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested attorneys’ fee award represents 1/3 of the common fund,
19 which is reasonable and at the low end of the range for fee awards in common fund cases and is
20 supported by Class Counsel’s lodestar.

21 **Class Representative Service Award**

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

26 **Settlement Administration Expenses**

27 13. The Agreement provides for Settlement Administration Expenses to be paid
28 in an amount not to exceed \$7,000.00. The Declaration of the Settlement Administrator provides

1 that the actual claims administration expenses were \$6,490.00. The amount of this payment is
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
6 ADJUDICATED AND DECREED:

7 1. The Class is certified for the purposes of settlement only. The Settlement
8 Class is hereby defined to include all current and former employees of Defendants who worked for
9 Defendants in a non-exempt position at the Palm Desert location (“Class”) during the period from
10 April 11, 2020, through April 14, 2025 (“Class Period”).

11 2. Every person in the Class who did not submit a timely and valid Request for
12 Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement
13 Administrator, that none of the Class Members opted-out of the Settlement.

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

17 4. Any envelope transmitting a settlement distribution to a Class Member shall
18 bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Any
19 checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and
20 negotiable for one hundred eighty (180) days from the date of their issuance. The Settlement
21 Administrator shall mail a reminder postcard to any Class Member whose settlement distribution
22 check has not been negotiated within ninety (90) days after the date of mailing. If (i) any of the Class
23 Members are current employees of Defendants, (ii) the distribution mailed to those employees is
24 returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement
25 Administrator is unable to locate a valid mailing address, Defendants will request that the currently
26 employed Class Member provide a corrected address and transmit to the Administrator any
27 corrected address provided by the Class Member.

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1 5. Class Counsel are awarded attorneys' fees in the amount Sixty-Six Thousand
2 Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$66,666.66) for the Class Counsel Award
3 comprised of one-third of the Gross Settlement Amount, and litigation expenses in the amount of
4 Eighteen Thousand Eight Hundred Thirty-Seven Dollars and Twelve Cents (\$18,837.12). The
5 awarded fees will be paid as follows: 50% to JCL Law Firm, APC; and 50% to Zakay Law Group,
6 APLC. The awarded litigation expenses shall be paid as follows: \$7,957.75 to JCL Law Firm, APC,
7 \$10,879.37 to Zakay Law Group, APLC. Class Counsel shall not seek or obtain any other
8 compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

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

11 7. The payment of \$6,490.00 to the Settlement Administrator for Settlement
12 Administration Expenses is approved.

13 8. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,
14 adequate and adequately protects the interests of the public and the LWDA. Twenty-Five percent
15 (25%) of the PAGA Payment (\$2,500) shall be allocated to the LWDA ("LWDA Payment"). The
16 remaining seventy-five percent (75%) of the PAGA Payment (\$7,500) shall be distributed to the
17 Aggrieved Employees ("Aggrieved Employee Payment"). Further, the Court finds that Plaintiff
18 and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud or collusion.

19 9. Final Judgment is hereby entered in this action. The Final Judgment shall
20 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
21 of Defendants from all class claims alleged, or reasonably could have been alleged based on the
22 facts alleged, in the operative complaint in the Action which occurred during the Class Period, and
23 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
24 unemployment insurance, disability, social security, workers' compensation, and class claims
25 outside of the Class Period.

26 10. Final Judgment shall also bind Plaintiff, acting on behalf of the LWDA, and
27 the State of California pursuant to the California Labor Code Private Attorneys' General Act
28 ("PAGA") and shall release Defendants from all claims for statutory penalties that could have been

1 sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to the
2 LWDA.

3 11. The term “Aggrieved Employees” is hereby defined all current and former
4 employees of Defendants who worked for Defendants in a non-exempt and exempt position at the
5 Palm Desert location during the PAGA Period. The PAGA Period means the period between
6 February 5, 2023, through April 14, 2025.

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

23 13. Notice of entry of this Final Approval Order and Judgment shall be given to
24 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
25 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
26 Approval Order and Judgment shall be posted on Settlement Administrator’s website as indicated
27 in the Notice Packet.

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1 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
2 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
3 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
4 connection with the distribution of settlement benefits.

5 15. If the Settlement does not become final and effective in accordance with the
6 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
7 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
8 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
9 be vacated, and the Parties shall revert to their respective positions as of before entering into the
10 Agreement, and expressly reserve their respective rights regarding the prosecution and defense of
11 this Action, including all available defenses and affirmative defenses, and arguments that any claim
12 in the Action could not be certified as a class action and/or managed as a representative action.

13 16. Except as set forth in the Agreement and this Final Approval Order and
14 Judgment, Plaintiffs, LWDA, Aggrieved Employees, and the Class shall take nothing in the Action.

15 17. The Parties are authorized, without further approval from the Court, to agree
16 to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits
17 attached thereto which are consistent with this Final Approval Order and Judgment and do not limit
18 the rights of the Parties or Class Members under the Agreement.

19 18. Each party shall bear its own attorneys' fees and costs, except as otherwise
20 provided in the Agreement and in this Final Approval Order and Judgment.

21 19. Plaintiff shall give notice of this Judgment to the Labor and Workforce
22 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
23 California Labor Code section 2699(1)(3).
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1 20. A Final Report (Nonappearance) Hearing will be held on **October 5, 2026** at
2 **8:30** a.m. Plaintiff will file a report concerning the amount of money distributed five (5) court days
3 in advance

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

6 DATED: _____, 2026
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10 Hon. Harold W. Hopp
11 Judge, Superior Court for the State of California,
12 County of Riverside
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