

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
joyce@zakaylaw.com

Attorneys for PLAINTIFF

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,

Plaintiff,

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

**DECLARATION OF SIXTO ALEGRIA
FERNANDEZ IN SUPPORT OF MOTION
FOR 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 I, Sixto Alegria Fernandez, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Plaintiff's Motion for Class
5 Counsel Award and Class Representative Service Award. I have personal knowledge of all the facts
6 stated herein. I could and would competently testify under oath to these facts in court if requested to do
7 so.

8 2. I retained Class Counsel November 2023 and filed the lawsuit in April 2024. I filed the
9 case on behalf of myself and all current and former hourly-paid or non-exempt employees who worked
10 for Defendants Hilton Grand Vacations Company, LLC, Hilton Resorts Corporation dba Hilton Grand
11 Vacations, and Hilton Grand Vacations Club, LLC (hereinafter "Defendants") within the State of
12 California during the period of April 11, 2020, through April 14, 2025.

13 3. I worked for Defendants as a non-exempt employee in California from March 2023 to
14 October 2023. At all times during my employment, I earned an hourly wage and was entitled to legally
15 complaint meal and/or rest periods, and minimum, regular and overtime wages for all hours worked.
16 Throughout my employment, I was subject to Defendant's written policies and procedures contained in,
17 among other things, the "Team Member Handbook."

18 4. I filed the case because I believed my rights as an employee were violated by Defendant
19 and also the rights of other employees that worked for Defendant. Among other claims, I believe
20 Defendant failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to
21 reimburse necessary business expenses, and failed to furnish accurate, itemized wage statements, and
22 failed to pay all wages when due and at the correct rate of pay.

23 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
24 my attorneys. We discussed my work experience and how company policies were applied to me and
25 other employees. I provided the attorneys with documents they requested. We reviewed the documents
26 together and asked and answered many questions regarding my experience working for Defendants, the
27 litigation process, and about class actions generally.

28 ///

1 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
2 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
3 than merely seeking my individual claims substantially increased the risk to me. Those risks included
4 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
5 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
6 the attorneys and the Court because I needed to prove that I was an adequate class representative.
7 Further, I understood that I would lose some autonomy over my individual claims that I could not make
8 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
9 of the Settlement Class in mind.

10 7. I also understood that pursuing this litigation created a very public record of my grievances
11 with Defendant which produced the risk that a future employer could hold it against me that I sued a
12 former employer.

13 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
14 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
15 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
16 claims may be greater than my ultimate recovery from the net class settlement amount.

17 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
18 I believed violations occurred and most employees would not know what their rights are and even if
19 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

20 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
21 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
22 because I wanted to keep up with developments in the case which I understood was one of my duties as
23 a class representative.

24 11. **Review and Approval of Settlement:** Mediation was held on February 13, 2025. Even
25 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
26 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
27 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
28 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. When

1 the settlement papers were ready, I spoke with my attorneys and reviewed the settlement agreement
2 which I signed on March 24, 2025.

3 12. I understand I am bound by the terms of the class settlement and will receive a distribution
4 from the settlement fund just as every other member of the class for the release of my wages claims.
5 Moreover, the reasonableness of the individual settlement amount is evidenced by the absence of a
6 conflict for me and my counsel with respect to the class.

7 13. **Broad General Release:** I understand that the Class Representative Service Award is
8 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike
9 the other Class Members, I also granted Defendant a broad general release and waiver of claims pursuant
10 to California Civil Code section 1542 and released Defendant from all claims whether known or
11 unknown, under federal law or state law.

12 14. **Participation:** Since I retained Class Counsel approximately twenty-five (25) months
13 ago, I have been actively involved with this class action lawsuit performing the duties described above.
14 On October 1, 2024, Defendant took my deposition, which required substantial preparation and time.
15 While I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
16 reviewed important court filings, and spent considerable time on the issues presented during the
17 litigation and in the settlement process. I estimate that I spent approximately 25 hours working on this
18 case.

19 15. Also, my attorneys explained to me that the settlement process involved a two-step review
20 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
21 and paid. I knew this process also involved notifying all class members of the settlement terms and of
22 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
23 settlement.

24 16. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
25 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
26 that the requested Class Representative Service Award in the amount of \$10,000 from the settlement is
27 fair compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the
28 sacrifices made not pursuing this case individually, and (4) the risks I undertook. Further, my estimated

1 Individual Class Payment is approximately \$354.38, which is less than the estimated average Individual
2 Class Payment of approximately \$572.33 and significantly less than the highest Individual Class
3 Payment of approximately \$2,915.43. Notably, none of the other Class Members, including those
4 receiving a greater Individual Class Payment, have executed a broad general release in exchange for
5 their Individual Class Payments.

6 17. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
7 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
8 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
9 for \$10,000 as a service award is fair and reasonable.

10 18. Further, I have reviewed the terms of the Settlement, including the monetary terms. I
11 support my attorneys' application for a Class Counsel Award in the amount of \$86,666.66, comprised
12 of \$66,666.66 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$20,000 for
13 reimbursement of actually incurred litigation expenses.

14
15 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
16 and correct. Executed on 12/09/2025 (date), at Thermal (Location/City), California.

17
18 By: 
19 Sixto Alegria (Dec 9, 2025 15:20:15 PST)
20 SIXTO ALEGRIA FERNANDEZ
21
22
23
24
25
26
27
28