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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JUNE GARCIA, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

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

Defendants.

Case No: 37-2023-00024664-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 21, 2025

Time: 10:30 a.m.

Judge: Hon. Loren Freestone

Dept.: C-64

1 This matter having come before the Honorable Judge Loren Freestone of the Superior Court of
2 the State of California, in and for the County of San Diego, at 10:30 a.m. on February 21, 2025, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC, as counsel for Plaintiff June Garcia (“Plaintiff”), and Brook Barnes, Esq. and Clint
5 Engleson, Esq. of Snell & Wilmer LLP, appearing for Defendants Hilton Resorts Corporation, Hilton
6 Grand Vacations Company, LLC, and Hilton Grand Vacations Management, LLC (collectively
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 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 Jean-Claude Lapuyade 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 Total Settlement Amount that
20 Defendants shall pay is Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00). It
21 appears 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-third of the Gross
8 Settlement Amount, currently estimated at One Hundred Seventy Thousand-Five Dollars and Zero
9 Cents (\$175,000.00), litigation expenses not to exceed Thirty Thousand Dollars and Zero Cents
10 (\$30,000.00), and proposed Enhancement Award to the Class Representative June Garcia, in an amount
11 of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be
12 within the range of reasonableness, the Court will not approve the Class Counsel Award or
13 Enhancement 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 current and former employees of Hilton Resorts Corporation, Hilton
19 Grand Vacations Company, LLC, and/or Hilton Grand Vacations
20 Management, LLC who worked at Defendants’ Marbrisa location during
21 the period beginning June 13, 2019 through June 13, 2024 (“Class
22 Period”).”

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
26 common questions of law and fact predominate, and there is a well-defined community of interest
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
28 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will

1 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
2 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
3 to act as counsel for the Class Representative in her individual capacity and as the representative of the
4 Class Members.

5 8. The Court provisionally appoints Plaintiff June Garcia as the representative of the Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
7 and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

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

19 11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. Within
20 fourteen (14) calendar days after the Preliminary Approval Date, Defendants shall provide the
21 Settlement Administrator with the Class List, including information regarding Class Members that
22 Defendants will in good faith compile from its records, including each Class Member’s full name, last-
23 known address, last known telephone number, Social Security number, and weeks and pay periods
24 worked. No later than seven (7) calendar days after receiving the Class List from Defendants, the
25 Settlement Administrator shall mail and email copies of the Notice Packet to all Class Members via
26 first class U.S. Mail.

27 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
28 Settlement. Any Class Member may individually choose to opt out of and be excluded from the

1 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
2 the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or
3 received by the Response Deadline which is forty-five (45) calendar days after the Settlement
4 Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet,
5 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
6 opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment
7 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
8 comment thereon. Class Members who have not requested exclusion shall be bound by all
9 determinations of the Court, the Agreement, and Judgment.

10 13. Any Class Member who has not opted out may appear at the final approval hearing and
11 may object or express the Class Member's views regarding the Settlement and may present evidence
12 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
13 by the Court as provided in the Notice Packet. Class Members will have forty-five (45) calendar days
14 from the date the Settlement Administrator mails the Notice Packet to postmark their written objections
15 to the Settlement Administrator.

16 14. A hearing on Plaintiff's Motion for Final Approval of Class Action Settlement and
17 Plaintiff's Motion for Class Counsel Award and Class Representative Enhancement Award shall be
18 held before this Court on _____ at ____ AM/PM in Department C-64 of the San
19 Diego County Superior Court to determine all necessary matters concerning the Settlement, including:
20 whether the proposed settlement of the Action on the terms and conditions provided for in the
21 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an
22 Order Granting Final Approval should be entered herein; whether the plan of allocation contained in
23 the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve
24 the Class Counsel Award, Enhancement Award, and the Settlement Administration Costs. All papers
25 in support of the motion for final approval and the motion for Class Counsel Award and Enhancement
26 Award shall be filed with the Court and served on all counsel within twenty-eight (28) days following
27 the expiration of the Response Deadline.

28 15. In the event the Settlement does not become effective in accordance with the terms of the

1 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
2 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
3 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
4 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
5 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
6 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
7 is not approved.

8 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
9 and all dates provided for in the Agreement without further notice to Class Members and retains
10 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
11
12
13

14 Dated: _____

JUDGE OF THE SUPERIOR COURT