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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

Action Filed: June 13, 2023

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
SETTLEMENT OF CLASS AND PAGA
ACTION CLAIMS**

Date: July 25, 2025

Time: 10:30 a.m.

Judge: Hon. Loren G. Freestone

Department: C-64

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action and Release of Claims ("Agreement") duly came on for hearing on July 25, 2025,
3 before the above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared
4 on behalf of Plaintiff JUNE GARCIA ("Plaintiff"). Snell & Wilmer appeared on behalf of
5 Defendants HILTON RESORTS CORPORATION; HILTON GRAND VACATIONS
6 COMPANY, LLC; and HILTON GRAND VACATIONS MANAGEMENT, LLC (hereinafter
7 "Defendants").

8 **I.**

9 **FINDINGS**

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

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

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2023-
16 00024664-CU-OE-CTL, entitled *June Garcia v. Hilton Resorts Corporation, et al.*, and over all
17 Parties to this litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On March 18, 2025, the Court granted preliminary approval of a class-wide
20 settlement. At the same time, the Court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and the
22 certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on May 27, 2025.
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
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1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting is July 11, 2025. There is
4 an adequate interval between notice and deadline to permit Class Members to choose what to do
5 and act on their decision.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$435,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

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

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

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

18 d. The percentage of objectors and requests for exclusion is _____. ____
19 objections were received. ____ requests for exclusion were received.

20 e. The participation rate is high. ____% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

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

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

1 **Class Counsel Award**

2 9. The Agreement provides for a Class Counsel Award in the amount of up to
3 One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00). Subject to Court
4 approval, the award consists of Attorneys' Fees equal to one-third (1/3) of the Gross Settlement
5 Amount, or One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00) and
6 reimbursement of Attorneys' Expenses in the amount of up to Thirty Thousand Dollars and Zero
7 Cents (\$30,000.00).

8 10. An award to Class Counsel of One Hundred Sixty Thousand, Five Hundred
9 and Fifty-Nine Dollars and Eighty-One Cents (\$160,559.81) comprised of Attorneys' Fees in the
10 amount of One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00) and
11 reimbursement of actually incurred Attorneys' Expenses in the amount of Fifteen Thousand Five
12 Hundred and Fifty-Nine Dollars and Eighty-One Cents (\$15,559.81) is reasonable in light of the
13 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
14 achieved by Class Counsel. The requested Attorneys' Fees award represents 1/3 of the common
15 fund, which is reasonable and at the low end of the range for fee awards in common fund cases and
16 is supported by Class Counsel's lodestar.

17 **Class Representative Service Award**

18 11. The Agreement provides for an Enhancement Award of Ten Thousand
19 Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The Court finds
20 that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in
21 light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

22 **Settlement Administration Costs**

23 12. The Agreement provides for Settlement Administration Costs to be paid in
24 an amount not to exceed \$7,950.00. The Declaration of the Settlement Administrator provides that
25 the actual settlement administration costs were \$7,950.00. The amount of this payment is reasonable
26 in light of the work performed by the Settlement Administrator.

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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 Settlement Class is hereby defined to include “All current and former employees of Hilton Resorts Corporation, Hilton Grand Vacations Company, LLC, and/or Hilton Grand Vacations Management, LLC who worked at Defendants’ Marbisa location during the period beginning June 13, 2019 through June 13, 2024 (“Class Period”).

2. Every person in the Class who did not submit and timely and validly Request for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement Administrator, none of the Class Members opted-out of 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. Class Counsel are awarded One Hundred Sixty Thousand, Five Hundred and Fifty-Nine Dollars and Eighty-One Cents (\$160,559.81) comprised of Attorneys’ Fees in the amount of one-third of the Gross Settlement Amount, or One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00) and Attorneys’ Expenses in the amount of Fifteen Thousand Five Hundred and Fifty-Nine Dollars and Eighty-One Cents (\$15,559.81). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

5. The payment of the Class Representative Enhancement Award to Plaintiff in the amount of \$10,000.00 is approved.

6. The payment of \$7,950.00 to the Settlement Administrator for Claims Administration Expenses is approved.

7. The PAGA Payment of \$25,000.00 is hereby approved as fair, reasonable, adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds

1 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
2 or collusion.

3 8. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
5 of Defendants, and their former, present and future owners, parents, subsidiaries, and all of their
6 current, former and future officers, directors, members, managers, employees, consultants, partners,
7 shareholders, joint venturers, agents, clients, successors, assigns, accountants, insurers, or legal
8 representatives from all claims from Exempt and Non-Exempt Settlement Class Members which
9 arose during the Class Period, and expressly excluding claims for vested benefits, wrongful
10 termination, unemployment insurance, disability, social security, workers' compensation, and class
11 claims outside the Class Period. The Released Claims are as follows:

12 a. “Exempt Class Members’ Released Claims” shall mean any and all
13 claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties),
14 debts, liabilities, demands, obligations, attorneys’ fees, and costs, arising from claims pled in the
15 operative complaints for failure to reimburse business expenses and for unlawful business practices
16 under the California Labor Code and/or the California Business and Professions Code arising from
17 such failure to reimburse business expenses, pursuant to California Labor Code § 2802 and/or the
18 California Unfair Competition Act and California Bus. & Prof. Code §§ 17200 et seq., including all
19 claims for restitution or equitable relief, civil penalties (except for PAGA penalties), statutory
20 penalties of any nature whatsoever (except for PAGA penalties), attorneys’ fees and costs, asserted
21 or that could have reasonably been asserted by any Exempt Class Member against the Class
22 Released Parties during the Class Period.

23 b. “Non-Exempt Class Members’ Released Claims” shall mean any and
24 all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties),
25 debts, liabilities, demands, obligations, attorneys’ fees, and costs, arising from the claims pled in the
26 Lawsuit and any claims, whether or not actually pled, reasonably related to the facts alleged in the
27 operative complaint, including, all claims for failure to pay for all hours worked, unpaid overtime,
28 meal period violations, rest break violations, unpaid minimum wage, failure to timely pay wages

1 during and at termination of employment, failure to provide accurate wage statements, failure to
2 reimburse business expenses, failure to provide or pay sick time, misclassification, unlawful
3 business practices under the California Labor Code and/or the California Business and Professions
4 Code, violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 222, 226, 226.7,
5 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, 6400, 6401, 6403, 6407; the
6 California Unfair Competition Act and California Bus. & Prof. Code §§ 17200 et seq. for claims
7 arising from the labor code sections listed above, the Industrial Welfare Commission Wage Orders,
8 including all claims for restitution or equitable relief, civil penalties (except for PAGA penalties),
9 statutory penalties of any nature whatsoever (except PAGA penalties), attorneys' fees and costs,
10 asserted or that could have reasonable been asserted by any Non-Exempt Class Member against the
11 Non-Exempt Class Members' Released Parties based on the facts or claims alleged in the Lawsuit
12 during the Class Period.

13 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
14 California and all PAGA Members, pursuant to the California Labor Code Private Attorneys'
15 General Act ("PAGA") and shall release Defendants, and their former, present and future owners,
16 parents, subsidiaries, and all of their current, former and future officers, directors, members,
17 managers, employees, consultants, partners, shareholders, joint venturers, agents, clients,
18 successors, assigns, accountants, insurers, or legal representatives from all PAGA claims alleged in
19 the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the
20 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
21 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
22 and PAGA claims outside of the PAGA Period..

23 10. The term "PAGA Members" is hereby defined as all current and former
24 employees of Defendants who worked for Defendants in a non-exempt and exempt position at the
25 Marbrisa location during the PAGA Period The PAGA Period means the time period between June
26 13, 2022 to June 13, 2024.

27 11. The Agreement is not an admission by Defendants, nor is this Final Approval
28 Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by

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

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

19 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
20 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
21 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
22 connection with the distribution of settlement benefits.

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

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7 **IT IS SO ORDERED.**

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9 DATED: _____, 2025

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12 Hon. Loren G. Freestone
13 Judge, Superior Court for the State of California,
14 County of San Diego
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