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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] JUDGMENT

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 Claims and Release of Claims ("Agreement") duly came on for hearing on July 25,
3 2025, before the above-entitled Court. The parties having settled this action and the Court having
4 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
5 good cause appearing therefore:

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
8 The Class is defined to include "All current and former employees of Hilton Resorts Corporation,
9 Hilton Grand Vacations Company, LLC, and/or Hilton Grand Vacations Management, LLC who
10 worked at Defendants' Marbisa location during the period beginning June 13, 2019 through June
11 13, 2024."

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

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

23 5. As of the date the Defendants fund the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendants as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as follows:

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

12 b. “Non-Exempt Class Members’ Released Claims” shall mean any and
13 all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties),
14 debts, liabilities, demands, obligations, attorneys’ fees, and costs, arising from the claims pled in the
15 Lawsuit and any claims, whether or not actually pled, reasonably related to the facts alleged in the
16 operative complaint, including, all claims for failure to pay for all hours worked, unpaid overtime,
17 meal period violations, rest break violations, unpaid minimum wage, failure to timely pay wages
18 during and at termination of employment, failure to provide accurate wage statements, failure to
19 reimburse business expenses, failure to provide or pay sick time, misclassification, unlawful
20 business practices under the California Labor Code and/or the California Business and Professions
21 Code, violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 222, 226, 226.7,
22 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, 6400, 6401, 6403, 6407; the
23 California Unfair Competition Act and California Bus. & Prof. Code §§ 17200 et seq. for claims
24 arising from the labor code sections listed above, the Industrial Welfare Commission Wage Orders,
25 including all claims for restitution or equitable relief, civil penalties (except for PAGA penalties),
26 statutory penalties of any nature whatsoever (except PAGA penalties), attorneys’ fees and costs,
27 asserted or that could have reasonable been asserted by any Non-Exempt Class Member against the
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1 Non-Exempt Class Members' Released Parties based on the facts or claims alleged in the Lawsuit
2 during the Class Period.

3 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the
4 Labor and Workforce Development Agency ("LWDA"), and the State of California, have released
5 the Defendants from the "Released PAGA Claims" for the "PAGA Period" as set forth in the
6 Agreement.

7 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
8 The PAGA Members are defined as all current and former employees of Defendants who worked
9 for Defendants in a non-exempt and exempt position at the Marbrisa location, at any time during
10 the period beginning June 13, 2022, through June 13, 2024 ("PAGA Period").

11 9. The Released PAGA Claims are defined as all PAGA claims alleged in the operative
12 complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and
13 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
14 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
15 outside of the PAGA Period.

16 10. This Court hereby grants final approval and awards the following: (i) One Hundred
17 Sixty Thousand, Five Hundred and Fifty-Nine Dollars and Eighty-One Cents (\$160,559.81) to Class
18 Counsel comprised of Attorneys' Fees in the amount of one-third of the Gross Settlement Amount,
19 or One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00) and Attorneys'
20 Expenses in the amount of Fifteen Thousand, Five Hundred and Fifty-Nine Dollars and Eighty-One
21 Cents (\$15,559.81); (ii) the Enhancement Award to Class Representative June Garcia in the amount
22 of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) settlement administration costs of Seven
23 Thousand Nine Hundred Fifty Dollars and Zero Cents (\$7,950.00) to Apex Class Action, LLC
24 ("Claims Administration Expenses"); and (iv) Eighteen Thousand Seven Hundred Fifty Dollars and
25 Zero Cents (\$18,750.00) (75% of the PAGA Payment) to the Labor and Workforce Development
26 Agency ("LWDA Payment").

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1 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**
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7 DATED: _____, 2025
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11 Hon. Loren G. Freestone
12 Judge, Superior Court for the State of California,
13 County of San Diego
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