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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.

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego

3/18/2025 5:03:42 PM

Clerk of the Superior Court  
By B. Montijo ,Deputy Clerk

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 an amount not to exceed One Hundred Seventy-  
8 Five Thousand Dollars and Zero Cents (\$175,000.00). This award is comprised of attorneys' fees of  
9 up to one-third of the Gross Settlement Amount, currently estimated at One Hundred Forty-Five  
10 Thousand Dollars and Zero Cents (\$145,000.00), and litigation expenses not to exceed Thirty Thousand  
11 Dollars and Zero Cents (\$30,000.00). Plaintiff also seeks a proposed Enhancement Award to the Class  
12 Representative June Garcia, in an amount of not more than Ten Thousand Dollars and Zero Cents  
13 (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will not  
14 approve the Class Counsel Award or Enhancement Award until the Final Approval Hearing.

15          6.       The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of  
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other  
17 proceeding should this Settlement not become final. For settlement purposes only, the Court  
18 conditionally certifies the following Class:

19                "All current and former employees of Hilton Resorts Corporation, Hilton  
20 Grand Vacations Company, LLC, and/or Hilton Grand Vacations  
21 Management, LLC who worked at Defendants' Marbrisa location during  
22 the period beginning June 13, 2019 through June 13, 2024 ("Class  
23 Period")."

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

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

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

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

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

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

28 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

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

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

17 14. A hearing on Plaintiff's Motion for Final Approval of Class Action Settlement and  
18 Plaintiff's Motion for Class Counsel Award and Class Representative Enhancement Award shall be  
19 held before this Court on **July 25, 2025 at 10:30 AM** in Department C-64 of the San Diego County  
20 Superior Court to determine all necessary matters concerning the Settlement, including: whether the  
21 proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair,  
22 adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final  
23 Approval should be entered herein; whether the plan of allocation contained in the Agreement should  
24 be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel  
25 Award, Enhancement Award, and the Settlement Administration Costs. All papers in support of the  
26 motion for final approval and the motion for Class Counsel Award and Enhancement Award shall be  
27 filed with the Court and served on all counsel within twenty-eight (28) days following the expiration  
28 of the Response Deadline.

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

9           16.     The Court reserves the right to adjourn or continue the date of the final approval hearing  
10 and all dates provided for in the Agreement without further notice to Class Members and retains  
11 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.  
12  
13  
14

15 Dated: 3/18/2025



JUDGE OF THE SUPERIOR COURT

**LOREN G. FREESTONE**

# **EXHIBIT A**



**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT  
AND FINAL HEARING DATE**

**(Garcia v. Hilton Resorts Corporation, et al, San Diego County Superior Court Case No. 37-2023-00024664-CU-OE-CTL)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |   |
|---|---|
| <b>Do Nothing and Receive a Payment</b>                             | To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.<br><b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [REDACTED] &gt;&gt;.</b> See the explanation below.<br>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below. |
| <b>Exclude Yourself</b>   | If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b> .<br>Instructions are set forth below.   |
| <b>Object</b>   | You may write to the Court about why you believe the settlement should not be approved.<br>Directions are provided below.   |

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff June Garcia (“Plaintiff”) and Defendants Hilton Resorts Corporation, Hilton Grand Vacations Company, LLC, and/or Hilton Grand Vacations Management, LLC (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All current and former employees of Defendants who worked for Defendants in a non-exempt position or exempt position at the Marbrisa location at any time during the period beginning June 13, 2019 through June 13, 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On June 13, 2023, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims that Defendants: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure



To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (8) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226. On June 13, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On October 3, 2023, Plaintiff filed the First Amended Complaint, adding a cause of action for violations of PAGA. On March 4, 2025, the Parties stipulated to allow Plaintiff leave to file a Second Amended Complaint, adding a subclass of exempt employees (the “Action”). This Amended Complaint will be filed as soon as the Court signs the Parties’ stipulation.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 13, 2024, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Enhancement Award, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,950.00 for expenses, including expenses of sending this Class Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$145,000.00) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Enhancement Award. An Enhancement Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, in exchange for a general release.
- PAGA Payment. A payment of \$25,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$18,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,250.00 will be distributed to PAGA Members as part of the PAGA Payment.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Award, the Enhancement Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). 85.6% of the Net Settlement Amount shall be allocated to the Non-Exempt Class Members and 14.4% of the Net Settlement Amount shall be allocated to the Exempt Class Members. The amount paid to each Class Member will depend on the number of workweeks they worked during the Class Period as an exempt or non-exempt employee. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
  - Calculation for Non-Exempt Class Members: The respective workweeks worked by each Non-Exempt Class Member will be divided by the total workweeks for all Non-Exempt Class Members, resulting in the Payment Ratio for each Non-Exempt Class Member. Each Non-Exempt Class Member's Payment Ratio will then be multiplied by 85.6% of the Net Settlement Amount to calculate each Non-Exempt Class Member's estimated Individual Settlement Payments.
  - Calculation for Exempt Class Members: The respective workweeks worked by each Exempt Class Member will be divided by the total workweeks for all Exempt Class Members, resulting in the Payment Ratio for each Exempt Class Member. Each Exempt Class Member's Payment Ratio will then be multiplied by 14.4% of the Net Settlement Amount to calculate each Exempt Class Member's estimated Individual Settlement Payments.
- Calculation of PAGA Member Payments to PAGA Members. The PAGA Payment shall be distributed to PAGA Members irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Member during the PAGA Period. "PAGA Member" means all current and former employees of Defendants who worked for Defendants in a non-exempt and exempt position at the Marbrisa location, at any time during the period beginning June 13, 2022, through June 13, 2024 ("PAGA Period").

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalty and Interest Portion"). Each Participating Class Member will be issued an Internal Revenue Service Form 1099 for Penalty and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to PAGA Members, and each PAGA Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or

taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and PAGA Member Payments made to Participating Class Members and/or PAGA Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Non-Exempt Class Members shall release all Non-Exempt Class Members' Released Claims that occurred during the Class Period as to the Released Parties. The Non-Exempt Class Members' Released Claims means any and all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties), debts, liabilities, demands, obligations, attorneys' fees, and costs, arising from the claims pled in the Lawsuit and any claims, whether or not actually pled, reasonably related to the facts alleged in the operative complaint, including, all claims for failure to pay for all hours worked, unpaid overtime, meal period violations, rest break violations, unpaid minimum wage, failure to timely pay wages during and at termination of employment, failure to provide accurate wage statements, failure to reimburse business expenses, failure to provide or pay sick time, misclassification, unlawful business practices under the California Labor Code and/or the California Business and Professions Code, violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 222, 226, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, 6400, 6401, 6403, 6407; the California Unfair Competition Act and California Bus. & Prof. Code §§ 17200 *et seq.* for claims arising from the labor code sections listed above, the Industrial Welfare Commission Wage Orders, including all claims for restitution or equitable relief, civil penalties (except for PAGA penalties), statutory penalties of any nature whatsoever (except PAGA penalties), attorneys' fees and costs, asserted or that could have reasonably been asserted by any Class Member against the Class Members' Released Parties based on the facts or claims alleged in the Lawsuit during the Class Period.

Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Exempt Class Members shall release all Exempt Class Members' Released Claims that occurred during the Class Period as to the Released Parties. The Exempt Class Members' Released Claims means any and all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties), debts, liabilities, demands, obligations, attorneys' fees, and costs, arising from claims pled in the operative complaints for failure to reimburse business expenses and for unlawful business practices under the California Labor Code and/or the California Business and Professions Code arising from such failure to reimburse business expenses, pursuant to California Labor Code § 2802 and/or the California Unfair Competition Act and California Bus. & Prof. Code §§ 17200 *et seq.*, including all claims for restitution or equitable relief, civil penalties (except for PAGA penalties), statutory penalties of any nature whatsoever (except for PAGA penalties), attorneys' fees and costs, asserted or that could have reasonably been asserted by any Exempt Class Member against the Class Released Parties during the Class Period.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all PAGA Members shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims

alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### **5. How much will my payment be?**

Defendants' records reflect that you have <<\_\_\_\_>> Workweeks worked during the Class Period June 13, 2019 through June 13, 2024).

Based on this information, your estimated Individual Settlement Payment is <<\_\_\_\_>>.

Defendants' records reflect that you have <<\_\_\_\_>> pay periods worked during the PAGA Period (June 13, 2022 through June 13, 2024).

Based on this information, your estimated PAGA Member Payment is <<\_\_\_\_>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Class Notice].

#### **6. How can I get a payment?**

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>.

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the

settlement of the class action lawsuit entitled *Garcia v. Hilton Resorts Corporation, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00024664-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

## **8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Garcia v. Hilton Resorts Corporation, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00024664-CU-OE-CTL. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than** [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

### **Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
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### **Class Counsel:**

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## **9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 10:30 a.m. on July 25, 2025 at the San Diego County Superior

Court, Department C-64, located at 330 West Broadway, San Diego, CA 92101 before Judge Loren Freestone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

#### **10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Garcia v. Hilton Resorts Corporation, et al., currently pending in Superior Court of San Diego, Case No. 37-2023-00024664-CU-OE-CTL***, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at <https://apexclassaction.com/>.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.