SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made by and between Hugo Maldonado ("Named Plaintiff"), on behalf of himself and the Settlement Class (as defined below) and Defendants Hilton Grand Vacations Inc., Hilton Resorts Corporation, and Grand Pacific Marbrisa Owners Associations, Inc. ("Defendants") and Grand Pacific Resorts, Inc. ("Payor") (collectively, the "Parties," and each individually a "Party"). The Agreement is made as of the date on which all Parties have signed this Agreement (the "Settlement Date").

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

A. "Action" means the litigation styled *Hugo Maldonado v. Hilton Grand Vacations Inc., et al.* filed in the Superior Court of California for the County of San Diego (Case No. 25CU029217C).

B. "Administrative and Notice Costs" means all fees, costs, and expenses incurred by the Settlement Administrator while carrying out its duties under this Agreement, including, without limitation, issuing notice and administering all distributions from the Gross Settlement Amount. The Settlement Administrator's estimated Administrative and Notice Costs are set forth as Exhibit 6 to this Agreement.

C. "Attorneys' Fees and Costs" means the amount of attorneys' fees and reimbursement of costs and expenses awarded to Class Counsel by the Superior Court from the Gross Settlement Amount.

D. "Class Counsel" means Jack Day and Calvin Bryne of Day Bryne & McIntosh and Paul Haines of Haines Law Group, APC.

E. "Class Member(s)" means a person or persons who meet the criteria of the Settlement Class definition below.

F. "Class Payment(s)" means distribution(s) from the Net Settlement Amount to Class Member(s) as set forth in Section 2.2.

G. "Complaint" means the Complaint filed in the Superior Court on June 2, 2025.

H. "Effective Date" means five days after which all of the following events and conditions of this Agreement have occurred or have been met: (a) the Superior Court has entered a Final Approval Order approving the settlement and (b) the Superior Court has entered Final Judgment that has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired; and (c) Defendants have transferred the Gross Settlement Amount to the Settlement Administrator. If the Final Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Judgment shall not become final. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

I. "Email Notice" means the notice of the settlement to be emailed to all Class Members for whom a valid email address is available, substantially in the form attached hereto as Exhibit 1, and as set forth below.

J. "Final Approval Hearing" means the Superior Court hearing where the Parties will request the Final Approval Order be entered approving this Agreement, and where Class Counsel will request that the Superior Court enter Final Judgment.

K. "Final Approval Order" means the final order to be entered by the Superior Court, following the Final Approval Hearing, approving the settlement. A proposed Final Approval Order is attached hereto as Exhibit 5.

L. "Gross Settlement Amount" means seven hundred and fifty thousand dollars ($750,000), which amount constitutes the total amount of non-reversionary funds that will comprise the Class Payments, Class Counsel's Attorneys' Fees and Costs, Administrative and Notice Costs, any Incentive Awards to Named Plaintiff, and any distribution to the *cy pres* recipient as outlined in Section 2.4.

M. "Final Judgment" means a document labeled by the Superior Court as such and that has the effect of a judgment under California Rules of Court 3.771 and Code of Civil Procedure § 680.230.

N. "Incentive Award" means any monetary award to the Named Plaintiff that the Superior Court may choose to grant upon application by Class Counsel for any settlement payment that Named Plaintiffs would not otherwise be entitled to as a Class Member.

O. "Net Settlement Amount" means the Gross Settlement Amount, minus Class Counsel's Attorneys' Fees and Costs, Administrative and Notice Costs, and any Incentive Awards to the Named Plaintiff.

P. "Notice Date" shall be 30 days from the entry of the Preliminary Approval Order and shall be the date on which the Settlement Administrator will commence the transmission of the Email Notice and the publication of the Website Notice.

Q. "Objection and Opt-Out Deadline" means the date by which a Class Member must submit a Written Objection or an opt-out request to the Settlement Administrator. The Objection and Opt-Out Deadline shall be 60 days after the Notice Date.

R. "Objector" means a person who is a Class Member and who submits a Written Objection or appears at the Final Approval Hearing or other court proceeding and objects to the Agreement.

S. "Postcard Notice" means the notice of the settlement to be mailed to Class Members for whom a valid mailing address is available, in the form attached hereto as Exhibit 2, and as set forth below.

T. “Defendants’ Counsel” means Defendants’ counsel of record in the Action, Robert Shipley and Brandon Gray of Robert L. Shipley, APLC.

U. “Preliminary Approval Order” means the Superior Court’s order preliminarily approving the Agreement.

V. “Settlement Class” means: All persons who purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com within the time period spanning June 3, 2021 to June 17, 2025 and were charged any fee(s) that were allegedly not displayed in the advertised price at the time of purchase, including but not limited to Parking Fees (the “Class”). Excluded from this Class definition are all employees, officers, or agents of Defendants. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families.

W. “Settlement Administrator” means Apex Class Action LLC, an independent settlement administrator, or any such administrator agreed to by the Parties and approved by the Superior Court to provide notice and administer the settlement of this Action.

X. “Settlement Website” means a publicly accessible website created and maintained by the Settlement Administrator at the URL XX for the purpose of providing the Settlement Class with notice of and information about the proposed settlement. The Settlement Website shall be maintained from at least the Notice Date until 90 days after the Effective Date.

Y. “Superior Court” means the Superior Court of California for the County of San Diego.

Z. “Website Notice” means the notice of the settlement to be displayed on the Settlement Website maintained by the Settlement Administrator, in the form attached hereto as Exhibit 3, and as set forth in Section 6.3 below.

AA. “Written Objection” means the written notice that a Class Member may submit to the Settlement Administrator objecting to the Agreement.

RECITALS

WHEREAS, on June 2, 2025, Named Plaintiff filed the Complaint in the Superior Court. The Complaint alleged that Defendants did not disclose all fees associated with their sale of hotel rooms in the price listed on the website www.marbrisacarlsbad.com and that certain fees were displayed as taxes during the online booking process. The Complaint, which sought to represent all individuals in California who purchased a hotel room at MarBrisa within the applicable statute of limitations period and incurred hidden fees as a result of the purchase, asserted claims for violation of the Consumer Legal Remedies Act (“CLRA”), the Unfair Competition Law (“UCL”), the False Advertising Law (“FAL”), and for fraud, negligent misrepresentation, and unjust enrichment.

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, and have engaged in litigation and formal discovery regarding those claims and defenses.

WHEREAS, the Parties engaged in a full-day mediation with Judge Jan M. Adler of Judicate West on January 28, 2026.

WHEREAS, the Parties desire to settle the Action in its entirety as to the Named Plaintiff, the Settlement Class, and Defendants on the terms herein with respect to all claims arising out of the facts underlying and alleged in this Action.

WHEREAS, Class Counsel and Named Plaintiff believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this litigation, and the likelihood of ultimate success at class certification and on the merits, and have concluded that the settlement is fair, adequate, reasonable, and in the best interests of the Class.

WHEREAS, Defendants have at all times denied and continues to deny any and all alleged wrongdoing or liability, or that certification of a class would be appropriate for litigation purposes. Even so, taking into account the uncertainty and risks inherent in litigating this case, Defendants have concluded that continuing to defend this Action would be burdensome and expensive. Defendants enter into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Superior Court, as follows:

1. CONFIDENTIALITY

1.1 <u>Confidentiality of Agreement.</u> Until such time as Class Counsel files this Agreement with the Superior Court for purposes of seeking preliminary approval of the settlement, the Parties agree to maintain the terms and conditions of this Agreement and the communications leading to its execution confidential. The communications and discussions relating to this Agreement are further covered by mediation and settlement privileges. Until such time as Class Counsel files this Agreement with the Superior Court for purposes of seeking preliminary approval of the settlement, the Parties may state publicly only that the Parties have reached an agreement to resolve this Action. Notwithstanding the foregoing, each Party may disclose the terms and conditions of this Agreement: **(a)** pursuant to a court order or valid subpoena; **(b)** to the Parties' respective insurers, legal, tax, accounting, or similar professional advisors; **(c)** to bona fide prospective investors and acquirers under a written non-disclosure agreement; **(d)** upon written agreement of all of the Parties; or **(e)** as is necessary to enforce this Agreement.

2. CONSIDERATION FOR SETTLEMENT AND CLASS PAYMENTS

2.1 <u>Defendants' Financial Commitment.</u> Payor's total financial commitment under this Agreement shall not exceed the Gross Settlement Amount ("GSA") of $750,000.00, which shall be paid solely by Payor. Payor shall transfer the GSA to the Client Trust Account of Defendants' and Payors' counsel, Robert L. Shipley, within thirty (30) days of execution of this Agreement by all parties. The GSA will thereafter be transferred to a qualified settlement fund created and administered by the Settlement Administrator within 10 days of the entry of Final Judgment that has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. Only Payor shall be obligated to pay the GSA. Payor and Defendants shall have no other financial obligations under this Agreement. Should final approval of this settlement be denied for any reason, the GSA will be returned to Payor.

2.2 Class Payments to Class Members. Within 30 days of the Effective Date, the Settlement Administrator shall distribute the Class Payments to Class Members. Each Class Member who elects to receive a Class Payment will receive a pro rata portion of the Net Settlement Amount. All Class Members will receive the same Class Payment amount. Any tax liability or obligation associated with Class Payments shall be the sole responsibility of each Class Member who receives a Class Payment.

2.3 Payment Method. In the Email Notice, Postcard Notice, and Website Notice, Class Members will be notified of the Agreement and each will be given the option of providing information to the Settlement Administrator to receive the Class Payment by electronic payments (via PayPal, Venmo, or Zelle), ACH transfer, or physical check. All physical checks will be valid for 180 days following their date of issuance. A proposed form for Class Members to elect their preferred payment method is attached as Exhibit 4. In the event a Class Member does not elect to receive a Class Payment, the Class Member will not receive any payment in connection with the Agreement, but will nonetheless be bound by the Agreement, including the releases set out in Section 8, *infra*, unless the Class Member elects to exclude themselves through the procedure set out in Section 5, *infra*.

2.4 Distribution of Any Remainder. The Parties recognize that certain Class Members may not elect to receive Class Payments, and that Class Members who request and receive Class Payments by check may not cash or deposit their checks within the 180 days before such checks expire. Accordingly, the Parties further recognize that there may be a remainder in the Net Settlement Amount. On or about 210 days after Class Payments have been distributed, the Settlement Administrator will determine the amount of any remainder in the Net Settlement Amount, taking into consideration any further anticipated Administrative and Notice Costs that the Settlement Administrator may incur (the "Net Settlement Amount Remainder"). The Settlement Administrator will then cause the Net Settlement Amount Remainder to be paid to Neighborhood Legal Services of Los Angeles County ("Neighborhood Legal Services"), or such other equivalent organization agreed to by the Parties and approved by the Superior Court, as the *cy pres* recipient of the Agreement. The Parties believe that, in light of the mission and activities of Neighborhood Legal Services in providing legal aid, including consumer protections support, to low-income individuals, its receipt of any *cy pres* award would appropriately advance the Parties' goal of distributing the Gross Settlement Amount in a manner that will further the purposes of the underlying lawsuit and promote justice for Californians.

3. OBTAINING COURT APPROVAL OF THE AGREEMENT

3.1 Preliminary Approval. The Parties agree to recommend approval of the Agreement to the Superior Court as fair and reasonable and to undertake their best efforts to obtain such approval. The Parties therefore agree that they shall submit this Agreement, together with its exhibits, to the Superior Court and shall apply for entry of a Preliminary Approval Order based on the Preliminary Approval Motion and all further supplemental briefing ordered by the Superior Court or that the Parties may submit.

3.2 Content and Filing of Preliminary Approval Motion. Class Counsel shall draft and file the Preliminary Approval Motion requesting issuance of the Preliminary Approval Order. The Preliminary Approval Motion shall be written in a neutral manner that does not contain inflammatory language about the Parties, the allegations or defenses asserted in the Action, or the Parties' perceived conduct in the Action.

3.3 Final Approval and Final Judgment. In accordance with the schedule set forth in the Preliminary Approval Order, Class Counsel shall draft and file the motion requesting final approval of the settlement (the "Final Approval Motion"), the Proposed Final Approval Order, and the Proposed Final Judgment.

4. OPT-OUT PROCEDURES

4.1 Opt-Out Right. The Email Notice, Postcard Notice, and Website Notice shall advise all Class Members of their right to opt out of the Agreement. Class Members who opt out will not be bound by the Agreement.

4.2 Opt-Out Method. To opt out of the settlement, Class Members must timely submit a written request by postal mail to the Settlement Administrator.

4.3 Deadline to Request to Opt Out. For a Class Member to opt out of the settlement, the Class Member's written opt-out request must be postmarked by the Objection and Opt-Out Deadline.

4.4 Content of Opt-Out Request. All opt-out requests and any supporting papers must be in writing and must:

(1) Clearly identify the case name and number;

(2) Include the full name, address, telephone number, and email address of the person requesting to opt out; and

(3) Clearly indicate an intent to opt out of the Agreement.

4.5 Effect of Opting Out. Any person who falls within the definition of the Class and who validly and timely requests to opt out of the settlement shall not be a Class Member; shall not be bound by the Agreement; shall not be eligible to receive any benefit under the terms of the Agreement, including a Class Payment; and shall not be entitled to submit a Written Objection to the settlement or object in person at the Final Approval Hearing. In the event that a Class Member timely submits both a Written Objection and an opt-out request, the opt-out request shall prevail and the Written Objection shall be null and void.

4.6 Opt-Out List. No later than 14 days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with the number and identity of the persons who have timely and validly opted out of the settlement.

4.7 Option to Terminate.

(1) Defendants estimate that the Settlement Class comprises approximately 5,621 Class Members. If the number of Class Members increases by more than 5% (such that there are 5,902 or more individuals in the proposed Settlement Class), Plaintiff, in his sole discretion, may elect to terminate this Agreement. If the number of class members "opting out" exceeds 5% of the total number of Class Members, Defendants, at their sole option, may terminate this Agreement.

(2) If Plaintiff or Defendants terminate this Agreement pursuant to Section 4.7(1), the entire Agreement shall be null and void, except for Section 1, which shall remain in full force. In such event, the Action will revert to the status that existed before the Agreement's execution date, the GSA shall be returned to Payor, the Parties shall each be returned to their respective procedural postures, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.

5. OBJECTIONS

5.1 Written Objections. Any Class Member who has not submitted a timely written opt-out request and who wishes to object in writing to the fairness, reasonableness, or adequacy of the settlement, the Attorneys' Fees and Costs award, or the Incentive Award may do so using the methods set forth herein.

5.2 Content of Written Objections. All Written Objections must be in writing and must:

(1) Clearly identify the case name and number;

(2) Include the full name, address, telephone number, and email address of the person objecting;

(3) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel); and

(4) State the grounds for the objection.

5.3 Submission of Written Objections. Any Written Objections from Class Members regarding the proposed Agreement must be submitted by mail to the Settlement Administrator.

5.4 Deadline for Written Objections. Written Objections must be submitted by the Objection and Opt-Out Deadline. If submitted by U.S. mail or other mail services, Written Objections must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the settlement shall be the exclusive means used to determine whether a Written Objection has been timely submitted.

5.5 Attendance at Final Approval Hearing. Any Objector also has the option to appear and request to be heard at the Final Approval Hearing, either *in propria persona* or through the Objector's counsel, whether or not they have submitted a timely Written Objection.

5.6 Objectors' Attorneys' Fees and Costs. Class Counsel does not represent Objectors in connection with any objection to this Agreement and the settlement. Objectors shall be solely responsible for their attorneys' fees and costs.

5.7 No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Written Objections or otherwise object to the settlement or encourage an appeal from the Superior Court's Final Approval Order.

5.8 Objector List. No later than 14 days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with all valid and timely Written Objections submitted by Objectors.

6. SETTLEMENT ADMINISTRATION

6.1 Administration of Notice. The Settlement Administrator shall administer the Email Notice, Postcard Notice, and Website Notice described herein and pursuant to the Preliminary Approval Order.

6.2 Class Member Contact Information. Within 10 days of entry of a Preliminary Approval Order, Defendants will provide to the Settlement Administrator the names, email addresses, and billing addresses for all Class Members for whom it has such records. The Settlement Administrator shall keep the Class Members' identities and contact information strictly confidential and shall only use them for purposes of administering this Agreement.

6.3 Form and Method of Notice. The Parties agree upon, and will request the Superior Court's approval of, the following forms and methods of notice to the Class:

(1) The Settlement Administrator shall establish and maintain the Settlement Website. The Settlement Website will include case-related documents and information, including, but not limited to, the Complaint; this Agreement; the Website Notice; briefing and orders filed in connection with the Preliminary Approval Motion, Motion for Attorneys' Fees and Costs, and Final Approval Motion; information on how to submit a Written Objection or request to opt out; contact information for Class Counsel and the Settlement Administrator; the Notice of Final Judgment; and information regarding the date, time, and place of any hearings scheduled in connection with the Agreement. The Settlement Website shall explain how Class Payments will be distributed, including that Class Members will be given the

option of providing information within 90 days of the Notice Date to the Settlement Administrator to receive a Class Payment and that Class Members who elect not to do so will not receive a Class Payment.

(2) The Settlement Administrator shall email to each Class Member for whom Defendants have an email address a copy of the Email Notice. The Email Notice shall inform Class Members of the fact of the Agreement and that further information is available on the Settlement Website.

(3) The Settlement Administrator shall also send the Postcard Notice to all Class Members for whom Defendants have a mailing address. The Postcard Notice shall inform Class Members of the fact of the Agreement and that further information is available on the Settlement Website. Before mailing the Postcard Notice, the Settlement Administrator shall update the mailing addresses provided by Defendants with the National Change of Address database. If the Postcard Notice is returned as undeliverable, the Settlement Administrator shall perform a skip trace search and shall make one attempt to re-mail the Postcard Notice as soon as possible before the Objection and Opt-Out Deadline. It will be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within 15 calendar days of mailing.

6.4 Notice of Procedures to Request to Opt Out or Submit Written Objection. The Email Notice, Postcard Notice, and Website Notice shall provide information on the procedure by which Class Members may opt out of the Class or submit a Written Objection to the Agreement.

6.5 Administrative and Notice Costs. The Settlement Administrator will perform all settlement administration duties required by the Agreement. The Administrative and Notice Costs shall cover all costs and expenses related to the settlement administration functions to be performed by the Settlement Administrator, including providing the Email Notice, Postcard Notice, and Website Notice and performing the other administration processes described in this Agreement. The Settlement Administrator's estimated Administrative and Notice Costs are $25,750. In the event that unanticipated costs and expenses arise in connection with the notice and/or administration process, the Settlement Administrator shall promptly raise the matter with Defendants' Counsel and Class Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses. The Administrative and Notice Costs shall be paid from the Gross Settlement Amount.

7. ATTORNEYS' FEES AND COSTS AND INCENTIVE AWARD

7.1 Class Counsel's Attorneys' Fees and Costs. Class Counsel will apply by motion to the Superior Court seeking a portion of the Gross Settlement Amount as payment for their Attorneys' Fees and Costs incurred in connection with prosecuting the Action (the "Motion for Attorneys' Fees and Costs"). The Motion for Attorneys' Fees and Costs may seek an amount not to exceed 35 percent of the Gross Settlement Amount ($262,500) in attorneys' fees and up to $40,000 in costs. Class Counsel shall provide a Form W-9 to the Settlement

Administrator within 5 days after the Effective Date. Within 15 days of the Effective Date, the Settlement Administrator shall distribute Class Counsel's Attorneys' Fees and Costs, as determined by the Court's order determining the amount of Class Counsel's Attorneys' Fees and Costs fee award.

7.2 Incentive Awards. Class Counsel may also apply for an Incentive Award of no more than $7,500.00 for Named Plaintiff, which Defendants shall not oppose. Any Incentive Award is not a measure of damages whatsoever but is solely an award for Named Plaintiff's service. Class Counsel shall provide a Form W-9 for the Named Plaintiff within 5 days after the Effective Date. The Settlement Administrator shall issue an appropriate IRS form for any Incentive Award payment to Named Plaintiff. The Settlement Administrator shall wire any Incentive Awards to accounts specified by Class Counsel no later than 15 days after the Effective Date.

7.3 Limitation on Further Payments. Defendants shall not be liable for any additional fees or expenses of Named Plaintiff or any Class Member in connection with the Action. Class Counsel agree that they will not seek any additional fees or costs from Defendants in connection with the Action or the Agreement beyond the approved Attorneys' Fees and Costs award.

8. RELEASES AND WARRANTIES

8.1 Release of Settlement Class Claims. Upon the Effective Date, Named Plaintiff and each Class Member who has not timely requested to opt out from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Defendants and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, including Grand Pacific Resort Services, LP and Grand Pacific Resorts, Inc., partners and privities, and each of Defendants' past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers (the "Released Parties") of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, which they have or may have that are based on, or arise from, one or more of the same factual predicates asserted in the Complaint, including all claims arising out of Defendants alleged failure to disclose fees associated with their sale of hotel rooms (the "Released Class Claims"), that occurred prior to the Settlement Date.

8.2 Release of Named Plaintiff Claims. In addition to the release set out in Section 8.1, *supra*, upon the Effective Date, Named Plaintiff will be deemed to have released the Released Parties of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, under any law, including but not limited to any federal common or statutory law or any state's common or statutory law, known or unknown, in law or equity, fixed or contingent (the "Released Named Plaintiff Claims," and together with the Released Class Claims, the "Released Claims").

Named Plaintiff hereby expressly, knowingly, and voluntarily waives the provisions of Section 1542 of the California Civil Code, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Named Plaintiff expressly waives and relinquishes any and all rights and benefits that he may have under, or that may be conferred upon him by, the provisions of Section 1542, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that he may lawfully waive such rights or benefits. In connection with such waiver and relinquishment, Named Plaintiff hereby acknowledges that he is aware that he or his attorneys may hereafter discover claims or facts in addition to or different from those that he now knows or believes exist, but that it is his intention to hereby fully, finally, and forever settle and release all of his claims, known or unknown, suspected or unsuspected, that he has against the Released Parties. In furtherance of such intention, the release herein given by Named Plaintiff to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Named Plaintiff expressly acknowledges that he has been advised by his attorneys of the contents and effect of Section 1542, and with knowledge, Named Plaintiff hereby expressly waives whatever benefits he may have had pursuant to such section. Named Plaintiff acknowledges that the foregoing waiver was separately bargained for and is a material element of the Settlement for which this Release is a part.

Claims to enforce this Agreement shall not be subject to the foregoing release.

8.3 Finality of Class Payments. The amount of the Class Payment pursuant to this Agreement shall be deemed final and conclusive against all Class Members who shall be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein.

8.4 No Liability for Settlement Administrator. No person shall have any claim of any kind against the Parties, their counsel, or the Settlement Administrator with respect to the matters set forth in Section 6 hereof or based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order, the Final Judgment, or further order(s) of the Superior Court.

9. DEFENDANTS' DENIAL OF LIABILITY; AGREEMENT AS DEFENSE IN FUTURE PROCEEDINGS

9.1 No Admission of Liability. Defendants have indicated their intent to vigorously contest each and every claim in the Action and continue to vigorously deny all of the material allegations in the Action. Defendants enter into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Defendants nonetheless have concluded that it is in their best interests that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend the Action, the benefits of disposing of protracted and complex litigation, and the desire of Defendants to conduct their business unhampered by the distractions of continued litigation. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants of the truth of any of the allegations in this Action, or of any liability, fault, or wrongdoing of any kind.

9.2 Inadmissibility of Agreement to Establish Liability. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Defendants.

9.3 Admissibility of Agreement as Defense to Released Claims. To the extent permitted by law, the Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in connection with the Released Claims.

10. MISCELLANEOUS

10.1 Extensions of Time. All time periods and dates described in this Agreement are subject to the Superior Court's approval. Unless otherwise ordered by the Superior Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. These time periods and dates may be changed by the Superior Court or by written agreement of the Parties' counsel without notice to the Class Members.

10.2 Integration. This Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

10.3 Governing Law and Venue. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law. Any and all disputes arising out of or related to the settlement or this Agreement must be brought by the Parties and/or each member of the Class exclusively in this Court. The Parties and each member of the Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Superior Court for any suit, action, proceeding or dispute arising out of this Agreement.

10.4 Enforcement. In the event that any party to this Agreement brings any lawsuit or action to enforce this Agreement, the prevailing party or parties in any such lawsuit shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred.

10.5 Gender and Plurals. As used in this Agreement, masculine, feminine, or gender-neutral terms, and singular or plural terms, shall each be deemed to include the others whenever the context so indicates.

10.6 Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the Agreement's date of execution.

10.7 Representative Capacity. Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.

10.8 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Scanned, PDF, electronically-signed, and facsimile copies will be treated as originals for all purposes.

10.9 Cooperation of Parties. The Parties and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to implement the Agreement.

10.10 Execution Voluntary. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of the Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

10.11 Notices.

10.11.1 All notices to Class Counsel provided for herein shall be sent by email to Class Counsel:

Jack Day
Calvin Bryne
Day Bryne & McIntosh
129 West Wilson Street, Suite 105
Costa Mesa, CA 92627
jack@dbm.law
calvin@dbm.law

Paul Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180

El Segundo, CA 90245
phaines@haineslawgroup.com

10.11.2 All notices to Defendants provided for herein shall be sent by email to:

Robert L. Shipley
Robert L. Shipley, APLC
2784 Gateway Rd.
Ste. 104
Carlsbad, CA 92009
E-Mail: rshipley@shipleylaw.com

10.11.3 The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

10.12 Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Superior Court.

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: 03/12/2026

Hugo Maldonado

Hugo M

Hugo Maldonado
Named Plaintiff

Dated: 3/19/2026

HILTON GRAND VACATIONS, INC.

DocuSigned by:
Calder Huntington
A77EBDF65A194F7...

Calder Huntington
Vice-President

Dated: 3/19/2026

HILTON RESORTS CORPORATION

DocuSigned by:
Calder Huntington
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Calder Huntington
Vice-President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Dated: 3/19/2026

GRAND PACIFIC MARBRISA OWNERS ASSOCIATION, INC.

DocuSigned by:
Timothy J. Stripe
238451ED816B43C...

Timothy J. Stripe
Co-President
Grand Pacific Resort Services, LP
Managing Agent for Grand Pacific Marbrisa Owners Association, Inc.

Dated: 3/19/2026

GRAND PACIFIC RESORTS, INC.

DocuSigned by:
Timothy J. Stripe
238451ED816B43C...

Timothy J. Stripe
Co-President

Only as to Form:

Dated: March 11, 2026

DAY BRYNE & MCINTOSH

Jack Day
Counsel for Named Plaintiff

Dated: 3/20/2026

ROBERT L. SHIPLEY, APLC

DocuSigned by:
Robert L. Shipley
4497582A3890406...

Robert L. Shipley
Counsel for Defendants and Payor

Exhibit 1

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

IF YOU WERE A RESIDENT OF CALIFORNIA AND PURCHASED A HOTEL ROOM AT MARBRISA CARLSBAD FROM JUNE 3, 2021 TO JUNE 17, 2025, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

A court authorized this notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Hilton Grand Vacations Inc., Hilton Resorts Corporation, and Grand Pacific Marbrisa Owners Associations, Inc. ("Defendants") in a class action lawsuit (the "Lawsuit") alleging that Defendants charged fees, including parking fees, that were not included in the advertised price of hotel rooms at MarBrisa Carlsbad. Defendants deny all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment, called a "Class Payment" if, from the period of June 3, 2021 to June 17, 2025, you purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com and were charged any fees that were allegedly not included in the advertised price for MarBrisa's hotel rooms, including parking fees. Together, all Class Members are collectively referred to as the "Class."

If you think you are a Class Member and wish to receive a Class Payment under the settlement agreement, you must complete a payment election form by visiting XX.

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

These rights and options — and the deadlines to exercise them — are explained in this notice. You can find more information online at the settlement website, XX.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Stay in the Class *The deadline to choose to receive payment is **XX**.*	The parties to the Lawsuit have settled for $750,000. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment and tell the Settlement Administrator how you would like to be paid. If you do not inform the Settlement Administrator that you wish to receive a Class Payment and provide the necessary information by **XX**, you will not receive a Class Payment. You can choose to receive a Class Payment by visiting XX.

	If you decide to stay in the Class, you will give up the right to sue Defendants in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the "Released Claims" and they are described in more detail in Section 8 of the Settlement Agreement available at XX. Unless you opt out of the Class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Defendants in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.
Opt Out of the Settlement *Opt-out requests must be postmarked by **XX**.*	If you decide to opt out of this settlement, you will keep the right to sue Defendants at your expense in a separate lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement. Opt-out requests must be postmarked by **XX.** This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is approved, you will no longer be represented by the lawyers who represent the Class, who are known as "Class Counsel." Instructions for how to opt out of this settlement are set out immediately below this chart.
Object to the Settlement *Written objections must be postmarked by **XX**.*	If you do not opt out of the settlement, you may object to the settlement's terms in writing or by asking the court for permission to speak at the final approval hearing on **XX**. Written objections must be postmarked by XX. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff, the individual who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if

	you have provided the Settlement Administrator the necessary information. Instructions for how to object to this settlement are set out immediately below this chart.
Go to a Hearing on XX.	You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the Court, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information. The final approval hearing will be located at Department 72, Hall of Justice, Sixth Floor, 330 W Broadway, San Diego, CA 92101.

Opting Out of the Settlement. To opt out, you must send a letter with the following information:

- Your full name, address, telephone number, and email address;
- A statement that you wish to opt out of the Class in *Hugo Maldonado v. Hilton Grand Vacations Inc., et al.,* No. 25CU029217C; and
- Your signature

You can download a form to use for your opt-out request at XX.

You must mail your signed opt-out request to:

XX

Your opt-out request must be postmarked no later than XX or it will be invalid.

You must make the request yourself. If someone else makes the request for you, it will not be valid.

Objecting to the Settlement. You may object to the settlement in writing by sending written notice to the Settlement Administrator. All written objections and supporting papers must (a) clearly identify the case name and number (*Hugo Maldonado v. Hilton Grand Vacations Inc., et al.,* No. 25CU029217C); (b) include your full name, address, telephone number, and email address of your attorney (if you are represented by counsel); (c) state the grounds for the objection; (d) be mailed to the Settlement Administrator at XX; and (e) be postmarked on or before XX.

You may also appear and request to make an objection at the final approval hearing before the Court on XX, either in person or through your lawyer, if you choose to retain your own lawyer. The final approval hearing will be located at the Hall of Justice Courthouse, Department 72, located at 330 W. Broadway, San Diego, CA 92101. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at XX.

Release of Claims

Any member of the Settlement Class who does not timely request to opt out from the settlement shall be bound by the Release below. The Settlement Class is defined as: "All persons who purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com within the time period spanning June 3, 2021 to June 17, 2025 and were charged any fee(s) that were allegedly not displayed in the advertised price at the time of purchase, including but not limited to Parking Fees (the "Class"). Excluded from this Class definition are all employees, officers, or agents of Defendants. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families."

Release: Upon the Effective Date, Named Plaintiff and each Class Member who has not timely requested to opt out from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Defendants and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, including Grand Pacific Resort Services, LP and Grand Pacific Resorts, Inc., partners and privities, and each of Defendants' past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers (the "Released Parties") of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, which they have or may have that are based on, or arise from, one or more of the same factual predicates asserted in the Complaint, including all claims arising out of Defendants alleged failure to disclose fees associated with their sale of hotel rooms (the "Released Class Claims"), that occurred prior to the Settlement Date.

Class Payments: Each Class Member that elects to receive a Class Payment will receive a pro rata distribution of the settlement. The amount of the Class Payment will depend on the total number of Class Members who choose to receive a Class Payment and on the amount of Court-approved deductions from the Gross Settlement Amount.

Deductions: Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the final approval hearing:

- Up to $262,500 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $40,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on this case without payment.

- Up to $7,500 to the Class Representative as an incentive award for filing the Lawsuit, working with Class Counsel and representing the Class. An incentive award will be the only money the Class Representative will receive other than the Class Representative's Class Payment, should he elect to receive a Class Payment.

- An estimated $25,750 to the Settlement Administrator for services administering the settlement.

The Court overseeing this case still has to decide whether to approve the settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) visit the settlement website at XX; (2) contact Class Counsel representing the Class Members; (3) access the Court docket in this case, for a fee, through the Court's electronic docket system at https://www.sdcourt.ca.gov; or (4) visit https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/viewacourtfile to request to personally review court documents.

Class Counsel

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PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Exhibit 2

A court authorized this notice. Read it carefully!
It's not an advertisement or solicitation by a lawyer. You are not being sued.

IF YOU WERE A RESIDENT OF CALIFORNIA AND PURCHASED A HOTEL ROOM AT MARBRISA CARLSBAD FROM JUNE 3, 2021 TO JUNE 17, 2025, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

A settlement has been reached with Hilton Grand Vacations Inc., Hilton Resorts Corporation, and Grand Pacific Marbrisa Owners Associations, Inc. ("Defendants") in a class action lawsuit (the "Lawsuit") alleging that Defendants charged fees, including parking fees, that were not included in the advertised price of hotel rooms at MarBrisa Carlsbad. Defendants deny all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment, called a "Class Payment" if, from the period of June 3, 2021 to June 17, 2025, you purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com and were charged any fees that were allegedly not included in the advertised price for MarBrisa's hotel rooms, including parking fees. Together, all Class Members are collectively referred to as the "Class."

Please read this entire notice carefully, as your rights may be affected by the settlement.

What is this case about? The name of the lawsuit is *Hugo Maldonado v. Hilton Grand Vacations Inc., et al.*, case number 25CU029217C, pending in the Superior Court of the State of California, County of San Diego. Plaintiff brought claims against Defendants regarding fees charged by Defendants to hotel guests. Plaintiff contends that Defendants charged fees, including parking fees, that were not included in the advertised price of hotel rooms at MarBrisa Carlsbad. Defendants maintains that they did nothing wrong. The proposed settlement to resolve this Lawsuit is not an admission of guilt or any wrongdoing of any kind by Defendants.

Are you included in the Class? You may be included in this settlement as a "Class Member" and entitled to receive a Class Payment if, from the period of June 3, 2021 to June 17, 2025, you purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com and were charged any fees that were allegedly not included in the advertised price for MarBrisa's hotel rooms, including parking fees.

What can you get from the settlement and how can you claim payment? The Parties to the Lawsuit have agreed to a $750,000 settlement. Defendants will deposit this amount into an account controlled by the Settlement Administrator, a neutral company that the Court has appointed to send this notice, calculate and make payments, process Class Members' opt-out requests, and perform other tasks necessary to administer the settlement. If you would like to receive a payment, you must inform the settlement administrator by XX by visiting www.XX.com. If you submit a payment election form, you may receive a payment. The actual amount of each settlement payment will be determined by the number of Class Members who choose to receive payment.

<u>What are your other options?</u> If you do not want to participate in this settlement, you need to opt out. If you exclude yourself, you will not get any money from this settlement, but you will keep your right to sue Defendants on your own over the claims resolved by this settlement. If you stay in the Class but do not like the settlement, you may object to any part of the settlement either by mailing a written objection to the settlement administrator or appearing at the final approval hearing where the Court will decide whether to approve the settlement. Written requests to opt out and objections must be postmarked by XX. Go to www.XX.com for more information on how to opt out or object.

Opting Out of the Settlement. To opt out, you must send a letter with the following information:

- Your full name, address, telephone number, and email address;
- A statement that you wish to opt out of the Class in *Hugo Maldonado v. Hilton Grand Vacations Inc., et al.,* No. 25CU029217C; and
- Your signature

You can download a form to use for your opt-out request at XX.

You must mail your signed opt-out request to:

XX

Your opt-out request must be postmarked no later than XX *or it will be invalid.*

You must make the request yourself. If someone else makes the request for you, it will not be valid.

Objecting to the Settlement. You may object to the settlement in writing by sending written notice to the Settlement Administrator. All written objections and supporting papers must (a) clearly identify the case name and number (*Hugo Maldonado v. Hilton Grand Vacations Inc., et al.,* No. 25CU029217C); (b) include your full name, address, telephone number, and email address of your attorney (if you are represented by counsel); (c) state the grounds for the objection; (d) be mailed to the Settlement Administrator at XX; and (e) be postmarked on or before XX.

You may also appear and request to make an objection at the final approval hearing before the Court on XX, either in person or through your lawyer, if you choose to retain your own lawyer. The final approval hearing will be located at the Hall of Justice Courthouse, Department 72, located at 330 W. Broadway, San Diego, CA 92101. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at XX.

Release of Claims

Any member of the Settlement Class who does not timely request to opt out from the settlement shall be bound by the Release below. The Settlement Class is defined as: "All persons who purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com within the time period spanning June 3, 2021 to June 17, 2025 and were charged any fee(s) that were allegedly not displayed in the advertised price at the time of purchase, including but not limited to Parking Fees (the "Class"). Excluded from this Class definition are all employees, officers, or agents of Defendants. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families."

Release: Upon the Effective Date, Named Plaintiff and each Class Member who has not timely requested to opt out from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Defendants and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, including Grand Pacific Resort Services, LP and Grand Pacific Resorts, Inc., partners and privities, and each of Defendants' past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers (the "Released Parties") of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, which they have or may have that are based on, or arise from, one or more of the same factual predicates asserted in the Complaint, including all claims arising out of Defendants alleged failure to disclose fees associated with their sale of hotel rooms (the "Released Class Claims"), that occurred prior to the Settlement Date.

Class Payments: Each Class Member that elects to receive a Class Payment will receive a pro rata distribution of the settlement. The amount of the Class Payment will depend on the total number of Class Members who choose to receive a Class Payment and on the amount of Court-approved deductions from the Gross Settlement Amount.

Deductions: Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the final approval hearing:

- Up to $262,500 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $40,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on this case without payment.

- Up to $7,500 to the Class Representative as an incentive award for filing the Lawsuit, working with Class Counsel and representing the Class. An incentive award will be the only money the Class Representative will receive other than the Class Representative's Class Payment, should he elect to receive a Class Payment.

- An estimated $25,750 to the Settlement Administrator for services administering the settlement.

The Court will hold the final approval hearing on XX, at XX, at the Hall of Justice Courthouse, Department 72, located at 330 W. Broadway, San Diego, CA 92101. At the final approval hearing, Judge Marcella O. McLaughlin will consider whether to approve the settlement, including payments to Class Counsel for attorneys' fees and costs and an incentive award to the Class Representative. You may attend the hearing and ask to speak, but you don't have to.

Where can you get more information? This notice is only a summary. For more information on this lawsuit, please visit the settlement website at www.XX.com or call the settlement administrator at XX.

Exhibit 3

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

IF YOU WERE A RESIDENT OF CALIFORNIA AND PURCHASED A HOTEL ROOM AT MARBRISA CARLSBAD FROM JUNE 3, 2021 TO JUNE 17, 2025, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

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It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Hilton Grand Vacations Inc., Hilton Resorts Corporation, and Grand Pacific Marbrisa Owners Associations, Inc. ("Defendants") in a class action lawsuit (the "Lawsuit") alleging that Defendants charged fees, including parking fees, that were not included in the advertised price of hotel rooms at MarBrisa Carlsbad. Defendants deny all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment, called a "Class Payment" if, from the period of June 3, 2021 to June 17, 2025, you purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com and were charged any fees that were allegedly not included in the advertised price for MarBrisa's hotel rooms, including parking fees. Together, all Class Members are collectively referred to as the "Class."

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

These rights and options — and the deadlines to exercise them — are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Stay in the Class *The deadline to choose to receive payment is **XX**.*	The parties to the Lawsuit have settled for $750,000. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment and tell the Settlement Administrator how you would like to be paid. If you do not inform the Settlement Administrator that you wish to receive a Class Payment and provide the necessary information by **XX**, you will not receive a Class Payment. You can choose to receive a Class Payment by visiting XX. If you decide to stay in the Class, you will give up the right to sue Defendants in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the "Released Claims" and they are described in more detail below and in Section 8 of the Settlement

	Agreement available at XX. Unless you opt out of the Class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Defendants in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.
Opt Out of the Settlement *Opt-out requests must be postmarked by **XX**.*	If you decide to opt out of this settlement, you will keep the right to sue Defendants at your expense in a separate lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is approved, you will no longer be represented by the lawyers who represent the Class, who are known as "Class Counsel."
Object to the Settlement *Written objections must be postmarked by **XX**.*	If you do not opt out of the settlement, you may object to the settlement's terms in writing or by asking the court for permission to speak at the final approval hearing on **XX.** The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff, the individual who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.
Go to a Hearing on XX.	You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the Court, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.

	The final approval hearing will be located at Department 72, Hall of Justice, Sixth Floor, 330 W Broadway, San Diego, CA 92101.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

Release of Claims

Any member of the Settlement Class who does not timely request to opt out from the settlement shall be bound by the Release below. The Settlement Class is defined as: "All persons who purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com within the time period spanning June 3, 2021 to June 17, 2025 and were charged any fee(s) that were allegedly not displayed in the advertised price at the time of purchase, including but not limited to Parking Fees (the "Class"). Excluded from this Class definition are all employees, officers, or agents of Defendants. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families."

Release: Upon the Effective Date, Named Plaintiff and each Class Member who has not timely requested to opt out from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Defendants and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, including Grand Pacific Resort Services, LP and Grand Pacific Resorts, Inc., partners and privities, and each of Defendants' past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers (the "Released Parties") of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, which they have or may have that are based on, or arise from, one or more of the same factual predicates asserted in the Complaint, including all claims arising out of Defendants alleged failure to disclose fees associated with their sale of hotel rooms (the "Released Class Claims"), that occurred prior to the Settlement Date.

The Court overseeing this case still has to decide whether to approve the settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) see the Settlement Agreement available at XX; (2) contact Class Counsel representing the Class Members (contact information listed under Question 26 below); (3) access the Court docket in this case, for a fee, through the Court's electronic docket system at https://www.sdcourt.ca.gov; or (4) visit https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/viewacourtfile to request to personally review court documents.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Basic Information

1. *Why was this Notice issued?*

A Court authorized this Notice because you have a right to know about the proposed settlement of the Lawsuit and all of your options before the Court decides whether to approve the proposed settlement. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge Marcella O. McLaughlin of the Superior Court of California, County of San Diego is currently overseeing this case and will decide whether to approve the settlement. The case is titled *Hugo Maldonado v. Hilton Grand Vacations Inc., et al.*, case number 25CU029217C. The individual who is suing is called the "Plaintiff." The companies they are suing are Hilton Grand Vacations Inc., Hilton Resorts Corporation, and Grand Pacific Marbrisa Owners Associations, Inc., which are called the "Defendants."

2. *What is a class action?*

In a class action, one or more people called "Class Representative" or "Plaintiff" (in this case, Hugo Maldonado) sue on behalf of people who have similar claims. All these people are a "Class" and each is a "Class Members." One court resolves the issues for all Class Members, except for those who opt out of the Class.

3. *What is the Lawsuit about?*

Plaintiff brought claims against Defendants regarding fees charged by Defendants to hotel guests. Plaintiff contends that Defendants charged fees, including parking fees, that were not included in the advertised price of hotel rooms at MarBrisa Carlsbad.

Defendants maintains that they did nothing wrong. The proposed settlement to resolve this Lawsuit is not an admission of guilt or any wrongdoing of any kind by Defendants.

4. *Why is there a settlement?*

The Court has not decided in favor of the Class or Defendant. Instead, the Class Representative and Defendant agreed to a settlement. This way, they avoid the cost, burden, and uncertainty of a trial and the consumers allegedly affected can get benefits. The Class Representative and his attorneys think the proposed settlement is best for all Class Members.

Who Is Included in the Settlement

5. *How do I know if I am part of the settlement?*

The Court has decided that everyone who fits the following description is a Class Member, and is thus included in the settlement:

> All persons who purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com within the time period spanning June 3, 2021 to June 17, 2025 and were charged any fee(s) that were allegedly not displayed in

the advertised price at the time of purchase, including but not limited to Parking Fees (the "Class").

6. *I'm still not sure if I am included in the Class. What should I do?*
If you are still not sure whether you are included in the Class, you can visit the website XX, call toll-free XX, or write to XX, for more information.

The Settlement Benefits

7. *What does the settlement provide?*
The Parties to the Lawsuit have agreed to a $750,000 settlement (the "Gross Settlement Amount"). Defendants will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator, a neutral company that the Court has appointed to send this notice, calculate and make payments, process Class Members' opt-out requests, and perform other tasks necessary to administer the settlement.

After deducting any Court-approved attorneys' fees and costs, incentive awards to the Class Representative, and administrative and notice costs, the Settlement Administrator will determine the Class Payment that will be made available to Class Members in accordance with the description provided in the response to Question 8 below.

It is possible the Court will decline to grant final approval of the settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, should either of these events occur, the settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. *How much will the Class Payment be?*
Each Class Member that elects to receive a Class Payment will receive a pro rata distribution of the settlement. The amount of the Class Payment will depend on the total number of Class Members who choose to receive a Class Payment and on the amount of Court-approved deductions from the Gross Settlement Amount.

Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the final approval hearing:

- Up to $262,500 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $40,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on this case without payment.

- Up to $7,500 to the Class Representative as an incentive award for filing the Lawsuit, working with Class Counsel and representing the Class. An incentive award will be the only money the Class Representative will receive other than the Class Representative's Class Payment, should he elect to receive a Class Payment.

- An estimated $25,750 to the Settlement Administrator for services administering the settlement.

Class Members have the right to object to any of these deductions. The Court will consider all objections.

How to Get a Class Payment

9. *How do I get a Class Payment?*

If you received a notice indicating that Defendants has determined that you may be a Class Member and do not opt out of the Class, you have the option of electing to receive a Class Payment by either electronic payment (via PayPal, Venmo, or Zelle), ACH transfer, or physical check. To receive a Class Payment, you **must** inform the Settlement Administrator by XX and let the Settlement Administrator know whether you elect to receive the payment by electronic payment (via PayPal, Venmo, or Zelle), ACH transfer, or physical check and the corresponding mailing address or banking information for the payment's distribution. You can choose to receive a Class Payment by visiting XX. After the Court issues its final approval of the settlement, the Settlement Administrator will then send you payment using the method you have chosen.

If you elect to receive a Class Payment by check, your check will show the date when the check expires (the "void date"). If you don't cash your Class Payment by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation authorized by the Court.

If you choose to receive a check and change your address, be sure to notify the Settlement Administrator as soon as possible. Question 26 of this Notice has the Settlement Administrator's contact information.

10. *When will Class Payments be made?*

The Court will hold a hearing on XX to decide whether to grant final approval of the settlement. Class Payments will be distributed to Class Members after the Court grants final approval of the settlement and any objections are overruled with finality. The Court may also elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at XX.

11. *What if I lose my settlement check?*

If you lose or misplace your settlement check before cashing it, contact the Settlement Administrator, who will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date, you will have no way to recover the Class Payment.

Claims Released by Class Members

12. What rights am I giving up to stay in the Class and get a Class Payment?
Unless you opt out, you will remain in the Class. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants that is related to the subject matter of the claims in this Lawsuit. The rights you are giving up are called Released Claims, which are explained in Question 13.

13. What are the Released Claims?
Each member of the Class who has not timely requested to opt out from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Defendants and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, including Grand Pacific Resort Services, LP and Grand Pacific Resorts, Inc., partners and privities, and each of Defendants' past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, which they have or may have that are based on, or arise from, one or more of the same factual predicates asserted in the Complaint, including all claims arising out of Defendants alleged failure to disclose fees associated with their sale of hotel rooms, that occurred prior to the Settlement Date.

Opting Out of the Settlement

If you want to keep the right to sue or continue to sue Defendants at your expense for any claim related to the subject matter of this Lawsuit, and you do not want to receive a Class Payment from this settlement, you must take steps to get out of the settlement. This is called opting out of, or excluding yourself from, the settlement.

14. How can I request to opt out of the settlement?
To opt out, you must send a letter with the following information:

- Your full name, address, telephone number, and email address;
- A statement that you wish to opt out of the Class in *Hugo Maldonado v. Hilton Grand Vacations Inc., et al., case number 25CU029217C*; and
- Your signature

You can download a form to use for your opt-out request at XX.

You must mail your signed opt-out request to:

XX

Your opt-out request must be postmarked no later than XX or it will be invalid.

You must make the request yourself. If someone else makes the request for you, it will not be valid.

15. If I opt out, can I still get a Class Payment from this settlement?
No. If you opt out, you are telling the Court that you don't want to be part of the Class in this settlement. You can only get a Class Payment if you remain in the Class. See Question 9 for more information.

16. If I do not opt out, can I sue Defendants for the same claims later?
No. Unless you opt out, you are giving up the right to sue Defendants regarding any claims that are related to the subject matter of the claims in this Lawsuit. You must opt out of this Lawsuit to have the ability to start or continue with your own lawsuit or be part of any other lawsuit against Defendants related to the subject matter of the claims in this Lawsuit.

The Lawyers Representing the Class

17. Do I have a lawyer in this case?
Yes. The Court appointed the following attorneys to represent you as Class Counsel:

Jack Day
Calvin Bryne
Day Bryne & McIntosh
129 West Wilson Street, Suite 105
Costa Mesa, CA 92627
jack@dbm.law
calvin@dbm.law

Paul Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245
phaines@haineslawgroup.com

You do not have to pay Class Counsel out of your own pocket. If you want to be represented by your own lawyer and have that lawyer appear in Court for you in this case, you may hire one at your own expense.

18. How will Class Counsel be paid?

Class Counsel will ask the Court for an award of attorneys' fees of up to $262,500 (35% of the Gross Settlement Amount) and up to $40,000 for their litigation expenses, as well as incentive awards of up to $7,500 to the Class Representative. Class Counsel will move for both the incentive awards and for attorneys' fees and costs, and the Court will determine the amounts to be awarded. All of these amounts, as well as the administrative and notice costs associated with the settlement, will be paid from the $750,000 that the Parties settled for before making Class Payments to Class Members. A copy of Class Counsel's motion for attorneys' fees and costs and for the Class Representative's incentive awards will be available at XX.

19. *May I get my own lawyer?*
If you are in the Class, you are not required to hire your own lawyer because Class Counsel is representing you. However, if you want your own lawyer, you may hire one at your own expense. If you opt out of the settlement, you will no longer be represented by Class Counsel once the settlement is approved.

Objecting to the Settlement

20. *How can I tell the Court that I do not like the settlement?*
If you are a Class Member, you can tell the Court if there is something about the settlement that you do not like by submitting an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the proposed settlement. If the Court denies approval, no Class Payments will be sent out and the Lawsuit will continue.

You may object to the settlement in writing by sending written notice to the Settlement Administrator. All written objections and supporting papers must (a) clearly identify the case name and number (*Hugo Maldonado v. Hilton Grand Vacations Inc., et al., case number 25CU029217C*); (b) include your full name, address, telephone number, and email address of your attorney (if you are represented by counsel); (c) state the grounds for the objection; (d) be mailed to the Settlement Administrator at XX; and (e) be postmarked on or before XX.

You may also appear and request to make an objection at the final approval hearing before the Court on XX, either in person or through your lawyer, if you choose to retain your own lawyer. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at XX.

Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. By XX, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why they think the proposed settlement is fair. Also by XX, Class Counsel and/or Plaintiff will file in Court a motion stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses and (ii) the amount the Class Representative is requesting as an incentive award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also view them on these documents on the settlement website at XX.

21. *What is the difference between objecting and opting out?*
Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class (and do not opt out). Opting out is telling the Court that you don't want to be part of the Class. If you opt out, you cannot object because the settlement no longer affects you.

The Court's Final Approval Hearing

The Court will hold a hearing, called the "final approval hearing," to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

22. *When and where will the Court decide whether to approve the settlement?*
The Court will hold the final approval hearing on XX, at XX, at the Hall of Justice Courthouse, Department 72, located at 330 W. Broadway, San Diego, CA 92101. At this hearing, the Court will decide whether to approve the settlement, Class Counsel's request for attorneys' fees and costs, and any incentive awards to the Class Representative. If there are objections, the Court will consider them. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at XX.

If the Court approves the settlement and enters judgment, the Court's order and notice of judgment will be available on the settlement website at XX.

23. *Do I have to come to the final approval hearing?*
No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the final approval hearing at your own expense and ask the Court to speak. If you send an objection by mail, you do not have to come to the final approval hearing to talk about it, but you may do so if you like. You may also pay your own lawyer to attend, but that is not necessary.

24. *May I speak at the final approval hearing?*
You may ask the Court for permission to speak at the final approval hearing. You can attend (or hire a lawyer at your expense to attend on your behalf) either personally or virtually via https://www.sdcourt.ca.gov/virtualhearings.

If You Do Nothing

25. *What happens if I do nothing at all?*
If you are a Class Member and you do nothing, you will give up the rights explained in Question 13, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants related to the Lawsuit or for claims that in any way are related to the subject matter of the claims in this Lawsuit. You will not receive a Class Payment.

Getting More Information

26. *Are more details available?*
Visit the website at XX, where you will find the settlement agreement and other related documents. You may also call or write to the Settlement Administrator or Class Counsel using the information below.

Settlement Administrator:
Apex Class Action LLC
XX

Class Counsel:
Jack Day
Calvin Bryne
Day Bryne & McIntosh
129 West Wilson Street, Suite 105
Costa Mesa, CA 92627
jack@dbm.law
calvin@dbm.law

Paul Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245
phaines@haineslawgroup.com

You may also view Court documents filed in this case by going to the Court's website at https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords and entering the case number for this case. You can also visit https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/viewacourtfile to request to personally review court documents. **Do NOT telephone the Court to obtain information about the settlement.**

Exhibit 4

Payment Election Form

Hugo Maldonado v. Hilton Grand Vacations Inc., et al
Case No. 25CU029217C

You must complete and submit this form by XX to elect your payment method and receive a Class Payment.

Payment Method Options

Please indicate your preferred payment method by selecting one of the five payment options below and providing the corresponding required information.

☐ **PayPal** ☐ **Venmo** ☐ **Zelle**

If you selected PayPal, Venmo or Zelle, please provide the following information:

Email Address: ___________________________________

Telephone Number: ________________________________

☐ **ACH Transfer**

If you selected an ACH Transfer, please provide the following information:

Routing Number: _______________________ Account Number: ______________________________

Account Holder Name: ____

☐ **Physical Check**

If you selected a physical check, please provide the following information.

Street Address: __________________________________

City:____________________ State: __________________ Zip Code: _________

Signature

Please print, sign and date below to complete your payment election.

Print Name: ___________________________________ Date: ___________________

Signature: ______________________________________

Exhibit 5

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

HUGO MALDONADO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

HILTON GRAND VACATIONS INC., a Delaware corporation; HILTON RESORTS CORPORATION, a Delaware corporation; MARBRISA CARLSBAD RESORT, a California entity; and Does 1 through 20, inclusive,

Defendants.

Case No. 25CU029217C

Hon. Marcella O. McLaughlin

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

On ______________, 2026, the Court granted preliminary approval of the class action settlement between Plaintiff Hugo Maldonado, on behalf of himself and all members of the Settlement Class ("Plaintiff"), and Defendants Hilton Grand Vacations Inc., Hilton Resorts Corporation, and Grand Pacific Marbrisa Owners Associations, Inc. ("Defendants") (collectively, the "Parties"). The Court also provisionally certified the Settlement Class for settlement purposes, approved the proposed process for providing Class Notice to members of the Settlement Class, and scheduled a Final Approval Hearing for ________________, 2026.

On ________________, 2026, the Court held a Final Approval Hearing.

NOW, THEREFORE, IT IS ORDERED THAT:

1. Jurisdiction

The Court has personal jurisdiction over the Parties, venue is proper, and the Court has jurisdiction to enter this Final Approval Order.

The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of the litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties engaged in extensive settlement discussions, which included two mediation sessions, after the informal exchange of information, including information regarding the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement.

2. Certification of Settlement Class

The Court certifies the Settlement Class under Code of Civil Procedure section 382 for settlement purposes only, as in the Preliminary Approval Order. The Court finds that the Settlement Class meets the prerequisites of numerosity, commonality, typicality, and adequacy. The Court also finds that common questions predominate over any questions affecting only individual members, and that a class action is superior to other available methods.

The Court hereby certifies the Settlement Class, as identified in the Settlement Agreement as: "All persons who purchased a hotel room at MarBrisa through the website www.marbrisacarlsbad.com within the time period spanning June 3, 2021 to June 17, 2025 and were charged any fee(s) that were allegedly not displayed in the advertised price at the time of purchase, including but not limited to Parking Fees (the "Class"). Excluded from this Class definition are all employees, officers, or agents of Defendants. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families."

3. Appointment of Class Representative, Class Counsel, and Settlement Administrator

The Court appoints Jack Day and Calvin Bryne of Day Bryne & McIntosh and Paul Haines of Haines Law Group as Class Counsel for the Settlement Class. They have sufficient qualifications, experience, and expertise in prosecuting class actions.

The Court designates Plaintiff Hugo Maldonado as the Class Representative. He has claims that are typical of members of the Settlement Class generally, and he is an adequate representative of other members of the Settlement Class.

The Court confirms its appointment of ______________ as the Settlement Administrator. ____________ was selected through a competitive bidding process and has administered many class action settlements.

4. Notice and Claims Process

The Settlement Administrator provided Class Notice in the form the Court approved previously.

The Court finds that the distribution of Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to the Settlement Class; (ii) constituted notice that was reasonably calculated to apprise the Settlement Class of, among other things, the nature of the Action and the claims asserted, the nature and terms of the proposed Settlement, the identity of Class Counsel and the provisions for attorney's fees and costs, their right to object or exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with the requirements of California Rules of Court, rule 3.766, the rules of this Court, and any other applicable law.

5. Final Approval of the Class Action Settlement

The Settlement Agreement is finally approved in all respects as fair, reasonable, and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class. The Court has evaluated the Settlement Agreement for overall fairness and concludes that it is free of collusion and approval is appropriate.

6. Administration of the Settlement

The Parties are directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Settlement Class members who submit valid, timely, and complete Claims.

7. Attorney's Fees and Expenses

Class Counsel moved for $_______ in attorney's fees and $_____ in costs. Based on counsel's declarations and the results they achieved in this Action, the requested fees and costs are reasonable and appropriate.

The Court concludes that: (a) Class Counsel achieved a favorable result for the Settlement Class; (b) Class Counsel devoted substantial effort to investigation, legal analysis and research, litigation, and negotiation, (c) Class Counsel litigated the claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel have a contingent fee agreement with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and has approved; and (f) the Notice informed the Settlement Class of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their request in time for the Settlement Class to make meaningful decisions whether to object to the Class Counsel fee request, and ___ Settlement Class members objected.

The Court hereby approves Class Counsel's request for attorney fees and costs. Payment of Class Counsel's attorney's fees and costs shall be made out of the Gross Settlement Amount.

8. Service Award

The Court awards a Service Award in the amount of $7,500 to Plaintiff Hugo Maldonado. The award is payable from the Gross Settlement Amount pursuant to the terms of the Settlement Agreement.

9. Release of Claims

Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit requests to opt out from the Class in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged the Released Parties from the Released Claims as set forth in the Settlement Agreement.

The releases, which are set forth in the Settlement Agreement, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order. The terms of the Settlement Agreement will have res judicata and other preclusive effects as to the Released Claims against the Released Parties.

The Settlement Agreement does not affect the rights of Class members who timely and properly submit a request to opt out from the Class in accordance with the requirements of the Settlement Agreement.

All Settlement Class members have covenanted not to sue any Released Party with Respect to any Released Claims, and are permanently barred and enjoined from instituting, commencing, prosecuting, continuing, or asserting any Released Claims against any Released Party. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement and this Final Approval Order. Notwithstanding the foregoing, nothing in this Final Approval Order will preclude an action to enforce the terms of the Settlement Agreement.

Without affecting the finality of this Final Approval Order in any way, the Court retains jurisdiction over: (a) implementation of the Settlement Agreement and the terms of the Settlement Agreement; (b) Class Counsel's motion for attorneys' fees, costs, and service awards; (c) distribution of the settlement consideration, Class Counsel attorneys' fees and expenses, and the service awards; and (d) all other proceedings related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement.

10. No Admission of Liability

This Final Approval Order, the Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings relating to the Settlement Agreement, or any matters arising in connection with settlement negotiations, proceedings, or agreements, cannot constitute, be described as, construed as, offered or received against Defendant or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) that any person suffered compensable harm or is entitled to any relief with respect to the matters asserted in this Action; (c) any liability, negligence, fault, or wrongdoing by Defendant or the Released Parties, including any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf; (d) that this Action or any other action was or may be properly certified as a class action for litigation, nonsettlement purposes; (e) the arbitrability of the Action as to Plaintiff and the Settlement Class members; or (f) the enforceability of any applicable contractual or statutory limitations period to limit any relief.

11. Other Provisions

The Parties and Administrator are directed to consummate and implement the Settlement Agreement in accordance with its terms, including distributing settlement payments to Settlement Class members, and other disbursements from the Gross Settlement Amount as provided for by the Settlement Agreement.

This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion of similar defense or counterclaim.

Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out the provisions of the Settlement Agreement.

In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and released delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor this Court's orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

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The Court orders that this Final Approval Order shall constitute final judgment.

IT IS SO ORDERED.

Dated: _____________, 2026

____
Hon. Marcella O. McLaughlin
Judge of the Superior Court

Exhibit 6

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:		**Case Name:**	**Hugo Maldonado vs. Hilton Grand Vacations**
Paul Haines		Date:	Wednesday, February 4, 2026
Haines Law Group		RFP Number:	18248003
phaines@haineslawgroup.com			
424.292.2350			

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	**5,621**
Certified Language Translation:	**No**
Interactive Settlement Website	**Yes**
Percentage of Undeliverable Mail	**15%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	4	$500.00
Data Analyst	Per Hour	$150.00	4	$600.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$1,100.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
E-Mail Class Notice	Per Piece	$0.12	5,621	$675.80
Text Message Class Postage	Per Piece	$0.20	5,621	$1,124.20
Print & Mail Class Notice	Per Piece	$0.70	5,621	$3,934.70
USPS First Class Postage	Per Piece	$0.74	5,621	$4,159.54
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.25	843	$1,897.09
Receive and Process Undeliverable Mail	Per Hour	$75.00	4	$300.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	$75.00	6	$450.00
NCOA Address Update (USPS)	Static Rate	$598.67	1	$598.67
			Sub Total:	$13,260.00
Project Management				
Project Management	Per Hour	$150.00	5	$750.00
Project Coordinator	Per Hour	$90.00	5	$450.00
Data Analyst and Reporting	Per Hour	$140.00	4	$560.00
			Sub Total:	$1,760.00

APEX CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$995.00	1	$995.00
Interactive Website with Online Submission	Static Rate	$2,500.00	1	$2,500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$3,495.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	4	$480.00
Account Management and Reconciliation	Per Hour	$140.00	4	$560.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$0.75	1,405	$1,053.94
USPS First Class Postage	Per Piece	$0.74	1,405	$1,039.89
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.25	141	$316.18
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	5	$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,000.00	1	$1,000.00
			Sub Total:	$4,950.00
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	3	$405.00
Project Management Reconciliation	Per Hour	$100.00	3	$300.00
Declarations	Per Hour	$120.00	4	$480.00
			Sub Total:	$1,185.00
			WILL NOT EXCEED:	**$23,950.00**
			WILL NOT EXCEED INCLUSING OPTIONAL NOTICING METHODS:	**$25,750.00**

Thank you for your business!

APEX
CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.