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."

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* ***January 21, 2027****.*	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 **January 21, 2027**, you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.marbrisasettlement.com. 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 www.marbrisasettlement.com. 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* ***December 22, 2026.***	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 **December 22, 2026.** 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* ***December 22, 2026.***	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 **February 19, 2027.** Written objections must be postmarked by December 22, 2026. 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 February 19, 2027.	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 www.marbrisasettlement.com; (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 he is 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 Member." 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 maintain 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 Defendants. 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 www.marbrisasettlement.com, call toll-free 1-800-355-0700, or write to PO Box 54668, Irvine, CA 92619, 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 who 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 have 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 Janaury 21, 2027, 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 www.marbrisasettlement.com. 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 February 19, 2027 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 www.marbrisasettlement.com.

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 www.marbrisasettlement.com

You must mail your signed opt-out request to:

PO Box 54668, Irvine, CA 92619

Your opt-out request must be postmarked no later than December 22, 2026 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 www.marbrisasettlement.com.

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 PO Box 54668, Irvine, CA 92619; and (e) be postmarked on or before December 22, 2026.

You may also appear and request to make an objection at the final approval hearing before the Court on February 19, 2027, 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 www.marbrisasettlement.com.

Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. By January 26, 2027, 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 January 26, 2027, 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 these documents on the settlement website at www.marbrisasettlement.com.

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 February 19, 2027, at 9:30 a.m., 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 www.marbrisasettlement.com.

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 www.marbrisasettlement.com.

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 www.marbrisasettlement.com 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
PO Box 54668
Irvine, CA 92619
Tel: 1-800-355-0700

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.