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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

OLIVIA ROSE RAMIREZ and KRYSTAL
PECORARO, as individuals and on behalf of
all others similarly situated,

Plaintiffs,

v.

WYNDHAM VACATION OWNERSHIP,
INC., a Delaware Corporation; and DOES 1-
100,

Defendants.

Case No.: 20CV01715

*[Assigned for all purposes to the Hon.
James F. Rigali, Dept. 2]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 10, 2023
Time: 8:30 a.m.
Dept.: 2

Action Filed: April 17, 2020
Trial Date: None Set

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I, FLETCHER W. SCHMIDT, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for Plaintiff Olivia Ramirez (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum* and was awarded membership in the Order of the Coif. From August 2013 to March 2016, ed as an associate attorney at Boren, Osher & Luftman LLP. Since March 2016 I have at my current firm, Haines Law Group, APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, APC, practice has been solely devoted to litigating plaintiff-side wage and hour class actions in Virginia state and federal court. I am currently responsible for managing a caseload of over forty-five (75) active wage and hour class actions in which I am integrally involved in all of the litigation.

4. The following is a non-exhaustive list of class action settlements in which I have served as Class Counsel, and which have been granted final approval: *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Rubalcava v. Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015); *Rivera Regalado v. Jaguar Farm Laborers Union, Local 1028*, Case No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015).

1 in 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court,
2 County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for
3 work performed in 2013, 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*,
4 Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy
5 D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
6 *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District
7 Court, Central District of California, Honorable Judge John F. Walter presiding (approving an
8 hourly rate of \$350 for work performed in 2014 and 2015); *Shaw v. Conant Auto Retail, San*
9 *Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San
10 Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work
11 performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No BC537042, California
12 Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding
13 (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tesla Motors*
14 *Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara,
15 Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in
16 2013, 2014, 2015, and 2016); *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California
17 Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly
18 rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Horta v. Searles Valley Minerals,*
19 *Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable
20 Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and
21 2016); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior
22 Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved
23 at an hourly rate of \$425 for work performed in 2016 and 2017); *Khosravi v. Enterprise Rent-A-*
24 *Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior
25 Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding
26 (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Nieves v. Ta Chen*
27 *International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles,
28 Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for work

performed in 2016 and 2017); *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018); *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Sandra Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding (approving an hourly rate of \$425 for work performed in 2016, 2017, and 2018); *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding; *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$475 for work performed in 2017, 2018 and 2019); *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$475 for work performed in 2018 and 2019); *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$595 for work performed in 2018, 2019 and 2020); *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$595 for work performed in 2017-2020); *Michael Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 and 2020); *Francisco Garcia v. Searing Industries, Inc.*, Case No. CIVDS1932477, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 and 2020); *David Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802, Los Angeles

County Superior Court, Honorable Daniel J. Buckley, presiding; *Angel Ochoa v. Fonseca Construction, Inc.*, Case No. CIVDS1928625, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 to 2021); *William Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los Angeles County Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate of \$595 for work performed in 2018 to 2021); *David Alvarado, et al. v. J.G. Boswell Company*, Case No. 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding (approving an hourly rate of \$595 for work performed in 2019 to 2021); *Gaudencio Arroyo Reynoso, et al. v. Cream of the Crop Ag Service, Inc.*, Case No. VCU278847, Tulare County Superior Court, Honorable Bret D. Hillman, presiding (approving an hourly rate of \$595 for work performed in 2019 to 2022); *Alejandra Parra v. Sixty Collective, LLC*, Case No. 19STCV01016, Los Angeles County Superior Court, Honorable Carolyn B. Kuhl, presiding (approving an hourly rate of \$625 for work performed in 2019-2022); *Veronica Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$625 for work performed in 2020-2021); *David Montalvo v. Warehouse Services No. 4 LLC*, Case No. CIVDS1931568, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$625 for work performed in 2019-2022); *Steve Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$650 for work performed in 2019-2022); *Jessica Burrola v. Trademark Cosmetics, Inc.*, Case No. RIC2002311, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$650 for work performed in 2020-2022); *Elmy Calderon v. Personnel Staffing Group, LLC*, Case No. VCU278910, Tulare County Superior Court, Honorable David C. Mathias, presiding (approving an hourly rate of \$650 for work performed in 2019-2022); *Santos Orellana v. Smarte Carte, Inc.*, Case No. 20STCV08890, Los Angeles County Superior Court, Honorable Yvette M. Palazuelos, presiding (approving an hourly rate of \$650 for work performed in 2020-2022); *Luis Montanez v. MEI Rigging & Crating, LLC, et al.*, Case No. 21STCV04062, Los Angeles County Superior Court, Honorable Carolyn B.

1 Kuhl, presiding (approving an hourly rate of \$650 for work performed in 2021-2022); *Ketema*
2 *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court,
3 Honorable Evelio Grillo, presiding (approving an hourly rate of \$650 for work performed in 2021-
4 2022); and *Edward Salgado v. S.R. Bray LLC, dba Power Plus!, et al.*, Case No. 30-2020-
5 01172134-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding
6 (approving an hourly rate of \$725 for work performed in 2020-2023).

7 5. I have also moved to certify and have received an order certifying a class action
8 and/or conditionally certifying a collective action as Class Counsel in the following cases:

- 9 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-
10 CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler
11 presiding (certifying a class of employees who were misclassified as independent
12 contractors);
- 13 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United
14 States District Court, Central District of California, Honorable Judge Beverly Reid
15 O'Connell presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 16 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States
17 District Court, Central District of California, Honorable Judge John F. Walter presiding
18 (certifying a rest period violation class and conditionally certifying a FLSA unpaid
19 overtime wage class);
- 20 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court,
21 Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding
22 (conditionally certifying an unpaid FLSA overtime wage class);
- 23 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
24 District Court, Eastern District of California, Honorable Judge Jennifer L. Thurston
25 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 26 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
27 California Superior Court, County of Orange, Honorable Judge William Claster presiding
28 (certifying unpaid overtime wage class and waiting time penalty class);

- 1 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-00775372-CU-OE-CXC,
2 California Superior Court, County of Orange, Honorable Judge Glenda Sanders presiding
3 (certifying five separate classes for claims for unpaid wages, unreimbursed expenses,
4 failure to authorize and permit rest periods, and derivative claims);
- 5 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United
6 States District Court, Central District of California, Honorable Dolly M. Gee presiding
7 (certifying six classes of employees for rest period violations, wage statement violations,
8 meal period violations, and overtime and double-time violations);
- 9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement
11 class); and
- 12 • *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-2017-00015343-CU-
13 OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon, presiding
14 (certifying classes for rest period violations, meal period violations, on-call pay violations,
15 wage statement violations, and waiting time violations).

16 6. In March 2023, I served as trial counsel for the Plaintiff and the aggrieved
17 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
18 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
19 Court, Honorable William Claster presiding, which was a case brought under the Private
20 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
21 of the aggrieved employees.

22 7. In every year from 2018 through 2023, Thomson Reuters and Los Angeles
23 Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising
24 Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
25 (2.5%) of attorneys under the age of forty in Southern California each year.

26 8. Defendant operates a chain of vacation ownership resorts and employed Plaintiff
27 as a non-exempt employee from approximately May 2016 to February 2019. Plaintiff worked in
28 the position of “Housekeeper” and “Guest Services Agent,” primarily answering phones and

checking-in guests. Like all Settlement Class Members, Plaintiff was subject to Defendant's wage and hour policies and practices.

9. On February 5, 2020, Plaintiff filed a class action complaint in Santa Barbara Superior Court, Case No. 20CV00759, alleging Defendant failed to: (i) pay all overtime wages owed; (ii) pay all minimum wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) issue accurate and itemized wage statements; (vi) timely pay all final wages upon separation; and (vii) comply with California's Unfair Competition laws ("Class Action"). On February 11, 2020, Plaintiff submitted a letter to the LWDA to advise the LWDA and Defendant of her intent to pursue civil penalties under PAGA based on the Labor Code violations pled in the Class Action. On April 16, 2020, Defendant removed the action to the United States District Court, Central District, Case No. 2:20-cv-03528. On April 17, 2020, Plaintiff filed a separate representative action complaint against Defendant alleging a single cause of action for civil penalties under PAGA ("PAGA Action"). The Court granted the Parties' stipulation to stay the PAGA Action on October 23, 2020. The Parties then engaged in significant formal class certification related discovery in the Class Action, including formal written discovery, mailing a *Belaire-West* notice to the Settlement Class Members, and taking the depositions of Defendant's five FRCP 30(b)(6) witnesses.

10. In anticipation of mediation, Defendant provided Plaintiff with electronic timekeeping records and corresponding payroll records for all Settlement Class Members who worked during the relevant time period. Through formal discovery, Defendant produced thousands of pages of policies, handbooks, bonus plans, and other relevant documents in effect during the relevant time period. Plaintiff retained an expert with a Ph.D. in economics to analyze the data and create a class-wide exposure model for the claims at issue.

11. On February 2, 2023, the Parties participated in a full-day mediation with Jeffrey Krivis, Esq., a well-respected wage and hour class action mediator. Although the matter did not settle on that day, the Parties continued settlement negotiations through Mr. Krivis and were eventually able to agree on terms to a global settlement of all claims in the Class Action and PAGA Action. Over the following months, the Parties negotiated and executed the long-form

1 Settlement Agreement that is now before this Court for preliminary approval. As a material term
2 of the Settlement Agreement, the Parties stipulated to consolidating the claims in the Class Action
3 into the PAGA Action (this was completed on May 25, 2023), dismissing the Class Action
4 without prejudice, and moving forward with settlement approval of all claims in this Court.

5 12. Plaintiff asserts that Defendant failed to provide Plaintiff and the Settlement Class
6 Members with all duty-free, uninterrupted 30-minute meal periods commencing before the end
7 of the fifth hour of work, and regularly failed to provide second, duty-free, uninterrupted 30-
8 minute meal periods commencing before the end of the tenth hour of work. Specifically, Plaintiff
9 alleges that she and other non-exempt employees in the “Guest Services Agent” position were
10 regularly unable to take their meal periods if it left the front desk unattended in their absence.
11 Further, Plaintiff maintains that she and other non-exempt employees in the “Housekeeper”
12 position were regularly unable to take their meal periods due to Defendant’s strict cleaning
13 requirements as well as the volume of rooms to clean each day. Based on Plaintiff’s expert’s
14 analysis of Defendant’s records, and giving credit for meal period premiums already paid,
15 Plaintiff calculated Defendant’s maximum exposure for meal period violations at \$3,915,652
16 (190,334 first meal violations + 87,665 second meal violations x \$15.49 average meal period
17 premium – \$390,553 meal period premiums). Plaintiff discounted Defendant’s maximum
18 exposure by 50% for the risk of non-certification and 50% for the risk of being unsuccessful on
19 the merits or obtaining reduced damages, to arrive at an estimated exposure of \$978,913.

20 13. Defendant argues it maintains a legally-compliant meal period policy, that it has
21 always provided meal periods consistent with that policy, and that it is only required to “provide”
22 the opportunity to take meal periods, not “ensure” meal periods are taken. Defendant further
23 maintains that any meal period violations reflected in timekeeping records were the result of
24 employee choice, not Defendant’s policies, thereby precluding liability. Defendant further
25 contends that putative class members signed valid meal period waivers for shifts between 10 and
26 12 hours. Defendant also argues that, even though Defendant always provided compliant meals,
27 Defendant paid meal period premium payments in instances that a meal period was not taken.
28 Defendant also argues individualized inquiries into why meal periods are late, short, or missed

for the “Guest Services Agent” and “Housekeeper” positions, whether there was a valid waiver, and whether a premium was paid, thereby precluding class certification of this claim.

14. Plaintiff alleges that Defendant failed to authorize and permit Settlement Class Members to take all lawful rest periods to which they were entitled. As with meal periods, Plaintiff contends Defendant failed to provide her and other non-exempt employees in the “Guest Services Agent” position with front desk coverage, resulting in an inability to take rest periods on a regular basis. Similarly, Plaintiff maintains that she and other non-exempt employees in the “Housekeeper” position were scheduled to clean a high volume of rooms in a workday, which did not include time for 10-minute uninterrupted rest periods. Plaintiff’s data analysis revealed that non-exempt employees worked an aggregate total of 1,204,980 shifts during the Class Period. Due to Defendant’s unlawful rest period practices, Plaintiff contends that she was prevented from taking a full, uninterrupted 10-minute rest period at least 3 shifts per week during the Class Period. Accordingly, Plaintiff calculated Defendant’s maximum potential exposure on this claim at \$11,199,084 (722,988 rest period violations x \$15.49 average rest period premium). Plaintiff discounted the maximum exposure by 80% for the risk of non-certification, and by an additional 80% for risk of losing on the merits, to arrive at an estimated exposure of \$447,963.

15. Defendant asserts it has always authorized and permitted all required rest periods for their non-exempt employees. Defendant argues it maintained lawful rest period policies throughout the Class Period, and that company policy did not prohibit employees from taking their rest periods. Further, Defendant asserts that this claim is unmanageable, as it requires individualized inquiries into why rest periods were missed for “Guest Services Agent” and “Housekeeper” positions, whether specific employees were prevented from taking their authorized rest periods, and on which days, all of which, Defendant argues, Plaintiff will be unable to substantiate with any common, documentary evidence, as rest periods are not required to be recorded.

16. Plaintiff asserts that, for a portion of the Class Period (from February 5, 2016, through January 5, 2018), Defendant maintained an unlawful rounding practice that resulted in Defendant systematically underpaying Plaintiff and other Settlement Class Members’ earned

1 wages. Specifically, Plaintiff claims Defendant recorded Plaintiff and other Settlement Class
2 Members' timeclock punches to the minute, but rounded Plaintiff's and other Settlement Class
3 Members' timekeeping entries in an uneven manner to the employees' detriment. Plaintiff asserts
4 that this rounding practice resulted in unpaid wages. Plaintiff's data analysis of Defendant's
5 timekeeping and payroll data revealed that Defendant's rounding practice resulted in the putative
6 class members not being paid for an aggregate of 13,482 recorded hours of work. Therefore,
7 Plaintiff calculated Defendant's exposure on this claim at \$208,836 (13,482 unpaid hours x
8 \$15.49 average regular rate). Plaintiff discounted the maximum potential exposure by 25% for
9 the risk of non-certification and 75% for the risk of being unsuccessful on the merits or an inability
10 to recover the entire damages figure, to arrive at an estimated exposure of \$39,157.

11 17. In response, Defendant contends that its timekeeping and rounding practice are
12 neutral and operate in an even-handed way, which Defendant asserts is lawful under the ruling in
13 *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. Further, Defendant
14 argues it has voluntarily compensated Settlement Class Members for any potential underpayment
15 due to the rounding practice, thereby drastically minimizing any alleged exposure. As a result,
16 Defendant contends that Plaintiff will have difficulty certifying this claim as there is no substantial
17 benefit to maintaining a class when employees have been paid back the allegedly unpaid wages
18 already.

19 18. Plaintiff asserts that Defendant paid the Settlement Class Members non-
20 discretionary incentive pay, but failed to correctly include the value of the incentive pay when
21 calculating the employees' respective regular rates of pay for overtime purposes, which resulted
22 in Defendant underpaying Plaintiff and the Settlement Class Members for overtime wages earned
23 during the Class Period. Specifically, Plaintiff alleges that Defendant rewarded Plaintiff and other
24 Settlement Class Members with retention bonuses, monthly and quarterly attendance bonuses,
25 and bonuses based on customer feedback (collectively "Incentive Pay"). Plaintiff's expert
26 confirmed that Defendant did not accurately incorporate this Incentive Pay into the Settlement
27 Class Members' regular rate of pay when computing overtime. Giving Defendant full credit for
28 overtime true-ups already paid, Plaintiff's expert determined the Settlement Class Members was

1 underpaid an aggregate amount of \$9,579 in overtime wages due to Defendant's regular rate
2 miscalculation during the Class Period. Plaintiff discounted the maximum exposure by 25% for
3 the risk of non-certification and 25% for the risk of being unsuccessful on the merits, to arrive at
4 an estimated exposure of \$5,388.

5 19. In response, Defendant asserts that the Incentive Pay payments were implemented
6 on a location-by-location basis, were based on various and changing criteria, and were ultimately
7 discretionary. As a result, Defendant asserts that this claim is unmanageable, as it requires
8 individualized inquiries into each payment to determine the terms by which each bonus could be
9 earned, whether each employee met those terms, whether the communication of the bonus to
10 employees meets the criteria necessary for a non-discretionary payment, and whether there was
11 actually any underpayment of overtime on any given week due to the bonus. Each of these steps
12 would result in an unmanageable series of mini-trials.

13 20. As a result of Defendant's alleged failure to pay all overtime wages, minimum
14 wages, and meal period and rest period premiums, Plaintiff asserts that Defendant also failed to
15 issue accurate and itemized wage statements and failed to timely pay all final wages at the time
16 of separation. Plaintiff also seeks PAGA civil penalties on behalf of all aggrieved employees.

17 21. According to the key data points provided by Defendant, approximately 1,598
18 Settlement Class Members are eligible for wage statement penalties, and a total of 60,275 wage
19 statements were issued during the relevant one-year statute of limitations period. Plaintiff
20 calculated Defendant's maximum possible wage statement exposure as \$5,947,600 ((1,598 initial
21 violations x \$50 per pay period) + (58,677 subsequent pay periods x \$100 per pay period)).
22 Plaintiff discounted the maximum exposure by 50% for the risk of non-certification of the
23 underlying claims and 50% for a risk of being unsuccessful on the merits, for an estimated
24 recovery on this claim of \$1,486,900.

25 22. Based on data provided by Defendant, approximately 1,789 Settlement Class
26 Members separated their employment during the Class Period. Assuming Plaintiff can prove that
27 each of these employees were owed wages at the time of their separation, Plaintiff calculated a
28 maximum exposure of \$6,650,786 (1,789 former employees x \$15.49 average hourly rate x 8

1 hours x 30 days). Plaintiff discounted this claim by 50% for the risk of non-certification and by
2 an additional 80% for risk of being unsuccessful on the merits or failing to establish willfulness,
3 for an estimated recovery of \$665,079.

4 23. Plaintiff alleges that PAGA civil penalties would be recoverable for each pay
5 period in which she could prove an underlying Labor Code violation. According to Plaintiff's
6 data analysis, the Settlement Class Members worked a combined total of 60,275 pay periods
7 during the PAGA liability period. *Id.* Plaintiff therefore calculates Defendant's maximum PAGA
8 exposure at \$6,027,500 (60,275 pay periods x \$100 per violation). Plaintiff discounted the
9 maximum figure by 80% to account for the risk of non-certification, the risk that she would not
10 prevail on the underlying claims, and for the likely possibility that this Court would reduce the
11 awarded PAGA penalties, to arrive at an estimated exposure of \$1,205,500.

12 24. In response, Defendant argues that Plaintiff's underlying claims will fail and, as a
13 result, the derivative wage statement, waiting time, and PAGA claims will also fail. Defendant
14 also maintains that Plaintiff cannot show that the wage statement violations were "knowing and
15 intentional," or that the putative Settlement Class Members "suffer[ed] injury" as a result of the
16 alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement
17 penalties. Moreover, Defendant maintains that its good faith defenses to Plaintiff's underlying
18 claims and its voluntary repayment of disputed wages would preclude the recovery of waiting
19 time penalties, which are only available for the "willful" failure to pay wages, and that this Court
20 would exercise its discretion to substantially reduce any PAGA penalties awarded.

21 25. Using these estimated figures, Plaintiff estimated that a potential recovery for the
22 Settlement Class would be approximately \$4,828,900. Thus, the proposed recovery to the
23 Settlement Class of \$3,800,000 represents approximately 78.7% of Plaintiff's potential class-wide
24 recovery, which is well within the range approved by courts as being fair, reasonable and adequate,
25 while also avoiding further expense and risk of proceeding towards class certification and trial.

26 26. If the Court preliminarily approves this Settlement, Defendant will pay a
27 Maximum Settlement Amount ("MSA") of \$3,800,000. This Settlement is non-reversionary, and
28 Settlement Class Members will automatically receive their Individual Settlement Payments unless

1 they affirmatively opt-out. After deducting amounts for Court-approved attorneys' fees and costs,
2 Plaintiff's Class Representative Enhancement Payment, settlement administration costs, and the
3 LWDA's share of PAGA civil penalties, the Settlement provides for an estimated NSA of no less
4 than \$2,180,833.33. Individual Settlement Payments will be calculated based on the proportionate
5 number of eligible workweeks worked by each participating Settlement Class Member during the
6 Class Period divided by the total number of eligible workweeks worked by all participating
7 Settlement Class Members. The employee share of PAGA civil penalties (\$75,000) will be paid
8 to all PAGA Aggrieved Employees, regardless of their decision to participate in the Settlement,
9 based on the proportionate number of pay periods worked by the PAGA Aggrieved Employee
10 during the PAGA Period. Defendant represents that there were approximately 2,757 Settlement
11 Class Members, who worked approximately 200,000 workweeks at the time of mediation. Based
12 on the estimated NSA, average Individual Settlement Payments are projected to be approximately
13 \$791.02. A true and correct copy of the Stipulation of Settlement is attached hereto as **Exhibit 1**.
14 A true and correct copy of the Notice of Class Action Settlement and Notice of Settlement Award
15 (collectively, the "Notice Packet") are attached hereto as **Exhibit 2**.

16 27. At the time of seeking final settlement approval, Plaintiff will apply for a Class
17 Representative Enhancement Payment in the amount of \$5,000 for her service to the Settlement
18 Class and her general release of all claims. Plaintiff's requested class representative Enhancement
19 Payment is intended to recognize the significant time and effort that she expended on behalf of
20 the Settlement Class, including gathering relevant documents for use in the lawsuit and providing
21 factual information to my office, holding various phone calls with attorneys at my office to discuss
22 the claims in the lawsuit and Defendant's practices, helping identify other Settlement Class
23 Members who experienced the same violations as Plaintiff, assisting my office in preparing for
24 mediation, making herself available the entire day of mediation, and otherwise assisting my office
25 in moving the case towards resolution, the significant risks Plaintiff undertook by serving as the
26 named plaintiff, and the fact that she agreed to a general release of all claims subject to a waiver
27 of Civil Code § 1542.
28

1 28. My firm will also apply for a Class Counsel Award of up to one third of the MSA
2 (currently estimated at \$1,266,666.67), and up to \$100,000 in reimbursement for actual litigation
3 costs. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky,
4 expensive, and time-consuming litigation on a purely contingent fee basis. My firm has incurred
5 substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims,
6 conducting legal research and analysis, engaged in formal class certification related discovery,
7 including drafting, meeting and conferring with Defendant's counsel, and mailing out the *Belaire-*
8 *West* notice to the Settlement Class Members, ***taking five separate depositions*** of Defendant's
9 FRCP 30(b)(6) witnesses, drafting a class certification motion, reviewing thousands of pages of
10 policies, handbooks, bonus plans, and other relevant documents produced by Defendant,
11 extensively reviewing and evaluating the produced timekeeping and payroll records with the
12 assistance of a retained expert to build a comprehensive damages model, preparing for and
13 attending mediation, negotiating and drafting the long-form Settlement Agreement, and Notice
14 Packet documents, preparing this motion for preliminary approval, and otherwise litigating the
15 case. My firm will also expend future attorney time attending the hearing on this Motion,
16 overseeing the Notice process, drafting the Final Approval Motion and supporting documents,
17 attending the Final Approval hearing, and fielding questions from Settlement Class Members.

18 29. My firm, along with our expert with a Ph.D. in economics, carefully vetted the
19 claims at issue, reviewed all Settlement Class Member timekeeping and payroll records along
20 with relevant policy documents, and created a comprehensive damages model for Defendant's
21 liability. At the time the Parties reached the proposed Settlement, Plaintiff's deadline to file her
22 Motion for Class Certification was less than a month away. Absent settlement, the Parties would
23 have had to expend substantial time and resources fully briefing that motion along with additional
24 depositions and merits discovery. Although the Parties engaged in substantial formal and informal
25 discovery and information exchange prior to mediation, the Parties will incur considerably more
26 attorneys' fees and costs through trial.
27
28

30. On September 15, 2023, my office submitted the Settlement Agreement along with these moving papers to the LWDA. A true and correct copy of the LWDA's confirmation of receipt is attached hereto as **Exhibit 3**.

31. I confirm that I am not affiliated with, nor do I have any interest or involvement with, the proposed settlement administrator, CPT Group, Inc.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on September 15, 2023, at El Segundo, California.


Fletcher W. Schmidt

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Olivia Rose Ramirez (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant Wyndham Vacation Ownership, Inc. (“Defendant”). Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Kathy A. Le and Kelli M. Dreger of Jackson Lewis P.C.

On February 5, 2020, Plaintiff (along with another non-exempt employee of Defendant named Krystal Pecoraro) filed a class action complaint against Defendant in Santa Barbara County Superior Court entitled *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV00759 (the “Class Case”). On April 16, 2020, Defendant removed the Class Case to the United States District Court for the Central District of California (Case No. 2:20-cv-03528). On April 17, 2020, after Plaintiff exhausted her administrative remedies with the Labor & Workforce Development Agency (“LWDA”), Plaintiff filed a separate representative action complaint in Santa Barbara Superior Court (Case No. 20CV01715) for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) (the “PAGA Case”). On July 1, 2020, Plaintiff amended the Class Case to add factual information regarding dates that each of the alleged violations occurred. After confirming Ms. Pecoraro had already released her wage and hour claims at issue in both the Class Case and PAGA Case, on or about February 1, 2023, Plaintiff submitted a supplemental letter to the LWDA indicating her intent to amend her previous letter and remove Ms. Pecoraro as a potential PAGA representative.

The Class Case alleges that Defendant: (1) failed to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); (2) failed to pay minimum wages for all hours worked (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (3) failed to provide all meal periods (Labor Code §§ 226.7, 512, 558); (4) failed to authorize and permit all rest periods (Labor Code §§ 226.7, 516, 558); (5) failed to furnish accurate, itemized wage statements (California Labor Code §§ 226 *et seq.*); (6) failed to pay wages upon termination (Labor Code §§ 201-203); and (7) engaged in unfair competition (Business and Professions Code § 17200 *et seq.*)

Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Class Case and PAGA Case, and Defendant further denies that, for any purpose other than settling the Class Case and PAGA Case, the Class Case and PAGA Case are appropriate for class or representative treatment. With respect to Plaintiff’s claims, Defendant contends, among other things, that Plaintiff and the Settlement Class have been paid all wages due and owing to them, have been provided legally compliant meal periods, have been provided legally compliant paid rest periods, have been paid timely wages upon separation of employment, have been timely paid throughout employment, and have been provided with accurate itemized wage statements. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws. Furthermore, with respect to all claims, Defendant contends that it has complied at all times with the California Business and Professions Code.

Given the uncertainty of litigation, and without Defendant making any admission as to the

merits of any of the claims asserted, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Amended Complaint and Dismissal of Federal Court Action.** Prior to filing for preliminary approval of this Settlement, the Parties agree to stipulate to the filing of an amended complaint in the PAGA Case (which will become the operative complaint and be referred to herein as the “Action”) adding the class claims and causes of action pled in the Class Case and removing any piece rate allegations as well as Krystal Pecoraro as a named Plaintiff. The amended complaint will conform the PAGA Case to the causes of action and theories investigated and negotiated for settlement at mediation. Once the amended complaint is filed in the PAGA Case, the Parties will stipulate to dismiss the Class Case without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

2. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt housekeeping and guest services employees of Defendant in California who worked at any time between **February 5, 2016**, and the date the settlement is preliminarily approved, or May 23, 2023, whichever is sooner (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Code of Civil Procedure § 382. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

3. **PAGA Aggrieved Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that the PAGA Aggrieved Employees shall be defined as:

All current and former non-exempt housekeeping and guest services employees of Defendant in California who worked at any time between **February 5, 2019**, and the date the settlement is preliminarily approved, or May 23, 2023, whichever is sooner (the “PAGA Period”).

4. **Release by the Settlement Class, PAGA Aggrieved Employees, and Plaintiff, and Effective Date of Settlement.** Plaintiff and every member of the Settlement Class (except those who opt out of the Settlement) will release and discharge Defendant, its past and present officers, directors, shareholders, managers, members, employees, agents, principals, spouses, heirs, representatives, accountants, insurers, auditors, consultants, and Defendant’s successors, assigns and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively “Defendant’s Releasees”) as follows:

A. All members of the Settlement Class who do not opt-out will release and discharge Defendant and Defendant’s Releasees from all claims (with the exception of the PAGA Released Claims defined below), demands, rights, liabilities and causes of

action arising from or related to the operative Complaint in the Action under any state or local law or administrative order that were pled in the Action against Defendant or which could have been pled against Defendant in the operative complaint in the Action based on the factual allegations therein that arose during the Class Period, including the failure to pay all overtime wages, the failure to pay minimum wages for all hours worked, the failure to pay all paid sick leave, the failure to provide all meal periods, the failure to authorize and permit all rest periods, the failure to furnish accurate, itemized wage statements, the failure pay wages upon termination, and any other claims that were alleged in the Action or which arise out of or relate to such facts (collectively, the “Released Claims”). The time period covered by this release is the Class Period.

- B. PAGA Aggrieved Employees, regardless of whether they opt-out of the Settlement, will release and discharge Defendant and Defendant’s Releasees from all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action against Defendant or Plaintiff’s letter to the LWDA dated on or about February 1, 2023, or which could have been pled in the operative complaint in the Action against Defendant based on the factual allegations therein that arose during the PAGA Period (collectively the “PAGA Released Claims”). The time period covered by this release is the PAGA Period.
- C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff also agrees to release, as an individual and on behalf of her heirs, representatives, successors, assigns and attorneys and in addition to the released claims described in Paragraph 4.A. and 4.B., above, any and all claims of any nature whatsoever she has or may have for any acts occurring on or before the date of preliminary approval of the Settlement arising from her employment with Defendant, whether known or unknown, under federal law or state law against Defendant and Defendant’s Releasees. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers’ compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code § 1542, which provides:

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.

- D. The terms of settlement embodied in this Settlement along with all associated releases will become effective when all of the following events have occurred: (i) this Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Settlement Class, providing them with an opportunity to dispute information contained in the Notices of Settlement Payment, to opt out of the

Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement; (v) the later of the following events: sixty-five (65) calendar days following entry of the Court's final order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following entry of the Court's final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief; and (vi) Defendant deposits the entire Maximum Settlement Amount with the Settlement Administrator ("Effective Date"). In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, there is no further recourse by an appellant or objector who seeks to contest the Settlement (this process will be referred to herein as "the Settlement becomes final"), and the Maximum Settlement Amount has been provided to the Settlement Administrator.

5. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a "Maximum Settlement Amount" or "MSA" of \$3,800,000.00 in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage CPT Group, Inc. as the "Settlement Administrator" to administer this Settlement.
- B. The Maximum Settlement Amount shall be paid by Defendant no later than thirty (30) calendar days after the Settlement becomes final.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$22,500.00, subject to Court approval;
 - (3) Up to \$5,000.00 total for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class, subject to Court approval;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$1,266,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$100,000.00, subject to Court approval; and
 - (5) \$300,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$225,000.00, will be payable to the LWDA, and the remaining

25%, or \$75,000.00, will be payable to the PAGA Aggrieved Employees as the “PAGA Amount,” as described below.

- D. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Settlement Class Members who do not opt-out.
- E. **Escalator Clause.** At the time of mediation, Defendant represented that there are an estimated 200,000 workweeks worked by the Settlement Class Members during the Class Period. If the number of actual total workweeks worked by Settlement Class Members during the Class Period, as reported to the Settlement Administrator following preliminary approval, exceeds this amount by more than 10% (i.e., if there are 220,001 or more total workweeks), Defendant will either: (1) pay an additional sum necessary to increase the Maximum Settlement Amount on a proportional basis over 10% (i.e., if there was a 15% increase in workweeks, Defendant would increase the Maximum Settlement Amount by 5%); or (2) elect to shorten the Class Period and PAGA Period (along with their associated releases) to a date that the total number of workweeks worked is at or under the 220,000 workweek threshold.

Should this clause be triggered, Defendant will have five (5) business days (starting the day after receiving the preliminary calculations from the Settlement Administrator) to notify Class Counsel and the Settlement Administrator of Defendant’s option. Should no option be selected by Defendant within this time period, the default option will be to increase the MSA on a proportional basis.

- F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer’s share of payroll taxes on any amounts designated as wages, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

6. **Settlement Payments to the Settlement Class and PAGA Aggrieved Employees.** Settlement Class Members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment based on the following formula:

- i. First, the Settlement Administrator will distribute the PAGA Amount to PAGA Aggrieved Employees as PAGA civil penalties proportionally based on the number of pay periods each worked for Defendant in California during the PAGA period. All payments from the PAGA Amount will be allocated as 100% penalties.
 - ii. The remainder of the Net Settlement Amount will be distributed to participating Settlement Class Members based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period. All payments from the Net Settlement Amount remainder will be allocated: 20% to wages and 80% to interest and all penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations.
- C. Within ten (10) business days following the funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Individual Settlement Payment, and will prepare and mail Individual Settlement Payments to Settlement Class Members and PAGA Aggrieved Employees. At the same time, the Settlement Administrator will also distribute the amounts awarded to Class Counsel for attorneys' fees and costs, the amount awarded to Plaintiff for her Class Representative Enhancement Payment, the amount awarded to the LWDA for its share of PAGA civil penalties, and the amount awarded to the Settlement Administrator for its costs administering the Settlement.
- D. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Payments made to PAGA Aggrieved Employees will be attributed 100% to penalties and paid via an IRS Form 1099. Settlement Class Members will be responsible for all employee-side taxes due on Individual Settlement Payments.
- E. Defendant shall fully discharge its obligations to those Settlement Class Members to whom Defendant will pay a Settlement Amount through the mailing of a settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class Members. Any check that is not negotiated within one hundred eighty (180) calendar days of mailing to a Settlement Class Member (the "check cashing deadline") shall be distributed by the Settlement Administrator to the State Controller of California to be deposited in the California Unclaimed Property Fund, in the name(s) of the Settlement Class Member(s) whose check(s) were not cashed.

- F. Neither Plaintiff nor Defendant shall bear any liability for lost, stolen, undelivered or misdelivered checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- G. Settlement Payments Do Not Trigger Additional Benefits: All Settlement Payments to individual Settlement Class Members shall be deemed to be paid to such Settlement Class Member solely in the year in which such payments actually are received by the Settlement Class Member. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Settlement Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Settlement Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by Defendant to the Settlement Class Members, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

7. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$1,266,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$100,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

8. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of up to \$5,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

9. **Settlement Administrator.** Defendant will not object to the appointment of CPT Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$22,500.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices to the Settlement Class Members, for calculating Individual Settlement Payments, and for preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum

Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members.

10. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Olivia Rose Ramirez as Class Representative for the Settlement Class;
- D. Approving CPT Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Payment), and which counsel for all Parties shall mutually agree upon before submitting to the Court, and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after the Court signs an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with a class database of the name, last known address, last known phone number, social security number, dates of employment, and relevant workweek information, for each Settlement Class Member and PAGA Aggrieved Employee during the Class Period and PAGA Period. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this class database confidential and use it only for the purposes described herein, and will return this database to Defendant upon final approval of the Settlement.
- B. Within ten (10) business days from receipt of the class database, the Settlement Administrator shall: (i) run the names of all Settlement Class Members – once per Settlement Class Member – through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class Member; and (iv) mail a Notice Packet to each Settlement Class Member at his or her last known address or

at the updated address found through the NCOA search, and retain proof of mailing. The Settlement Administrator will also mail a follow-up post card to individuals who have not cashed their Individual Settlement Payments no later than sixty (60) calendar days prior to the check cashing deadline.

- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (as defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their estimated Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Except with respect to the settlement of the PAGA Released Claims, any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a written Request for Exclusion (defined below) to the Settlement Administrator, postmarked within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a written Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; (4) the Action’s case name and number; and (5) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(4) and/or is not timely submitted, it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who submits a valid request to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any payment from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for terms related to the PAGA portion of the Settlement) or have any right to object, appeal or comment thereon.

- ii. PAGA Aggrieved Employees may not opt-out of the release of PAGA Released Claims (as described in Paragraph 4.B.) and will thus receive payment for their share of the PAGA Amount even if they request exclusion from the Settlement Class and do not receive a class portion of their Individual Settlement Payment.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class Member to appeal the final judgment.
- E. Objections. Settlement Class Members who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Any such written objections must contain the Settlement Class Member's name, address, and last four digits of his or her social security number and must state the legal and factual bases for objection. The objection must also be signed by the Settlement Class Member and reference the Action's case name and number. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class Member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing. Settlement Class Members need not submit written objections to be heard by the Court at the Final Approval Hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Notice of Judgment Provided to Settlement Class. Should the Court award final approval of this Settlement, the Settlement Administrator will host a copy of the judgment on its website and provide a copy of the URL information with Individual

Settlement Payments. The Settlement Administrator will maintain this website until at least the check cashing deadline.

- H. Defendant understands its legal obligation not to retaliate against the Settlement Class Members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

12. **Final Approval.** Following preliminary approval and the Response Deadline, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Confidentiality.** The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party through the date the motion for preliminary approval is filed. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90265
fschmidt@haineslawgroup.com

if to Defendant: Kathy A. Le of Jackson Lewis P.C.
200 Spectrum Center Drive, Suite 500, Irvine, CA 92618
kathy.le@jacksonlewis.com

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Enforcement Action.** In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

20. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure § 664.6, the Santa Barbara County Superior Court will retain jurisdiction over the Parties to enforce this Settlement Agreement until full performance of the terms of the Settlement has been completed.

21. **Nullification and Termination.** This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; or (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorneys' fees and costs or granting of service fees or any other non-material term; or (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason. This paragraph limited to a final and binding ruling by the Court (with prejudice). The Parties agree to work together cooperatively to address and correct any issues with the Settlement that the Court may have prior to granting preliminary or final approval.

If 5% or more of the Settlement Class Members validly and timely request exclusion from this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendant's counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's counsel must give Class Counsel and the Settlement Administrator written notice no later than ten (10) business days after the Settlement Administrator first informs Defendant that 5% or more of the Settlement Class Members have validly and timely opted out of the Settlement.

In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Plaintiffs are prohibited from opting out of this Settlement.

Date: Jun 6, 2023


Olivia Ramirez (Jun 6, 2023 15:43 PDT)

Plaintiff Olivia Rose Ramirez

Date:

Name: Marla Tichi
Title: SVP of Human Resources
(on behalf of Defendant Wyndham Vacation
Ownership, Inc.)

Date:

Kathy A. Le
Counsel for Defendant
(as counsel and not as a party)

Date: June 6, 2023



Fletcher W. Schmidt
Counsel for Plaintiff
(as counsel and not as a party)

Date:

Plaintiff Olivia Rose Ramirez

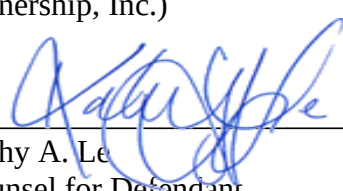
Marla Tichi, SVP -
Human Resources

Digitally signed by Marla Tichi,
SVP - Human Resources
Date: 2023.06.07 10:20:46
-04'00'

Date:

Name: Marla Tichi
Title: SVP of Human Resources
(on behalf of Defendant Wyndham Vacation
Ownership, Inc.)

Date: June 7, 2023



Kathy A. Le
Counsel for Defendant
(as counsel and not as a party)

Date:

Fletcher W. Schmidt
Counsel for Plaintiff
(as counsel and not as a party)

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

OLIVIA ROSE RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WYNDHAM VACATION OWNERSHIP, INC., a
Delaware Corporation,

Defendant.

Case No. 20CV01715

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt housekeeping and guest services employees of Wyndham Vacation Ownership, Inc. ("Wyndham") in California who worked at any time between February 5, 2016, and May 23, 2023.

**A COURT AUTHORIZED THIS NOTICE
PLEASE READ THIS NOTICE CAREFULLY**

**THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

You may be entitled to money from this Settlement. Wyndham's records show that you were employed by Wyndham as a non-exempt housekeeping or guest services employee in California at some time between February 5, 2016, and May 23, 2023 (the "Class Period"). The Court ordered that this Notice of Class Action Settlement ("Notice") be sent to you because you may be entitled to money under the Settlement and because the Settlement may affect your legal rights.

The purpose of this Notice is to provide you with a brief description of the class and representative action lawsuit identified at the top of this page ("Lawsuit"), to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment, and you will be mailed your share of the Settlement funds. Notice of the final judgment will be posted online at <<ADMIN WEBSITE URL>>.

What is this case about?

Plaintiff Olivia Rose Ramirez ("Plaintiff") brought this Lawsuit against Wyndham, asserting claims on behalf of herself and all current and former non-exempt housekeeping and guest services employees of Wyndham who worked in California at any time during the Class Period ("Settlement Class Members" or "Settlement Class"). Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Wyndham: (1) failed to pay all overtime wages; (2) failed to pay minimum wages for all hours worked; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to furnish accurate, itemized wage statements; (6) failed to pay wages upon termination; (7) engaged in unfair competition; and (8) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

Wyndham disputes all of Plaintiff's alleged claims, denies that it has done anything wrong, is confident that it has strong legal and factual defenses to Plaintiff's alleged claims, asserts that it has always properly complied with all applicable laws and regulations, and denies that it owes Settlement Class Members any wages, restitution, penalties, or any other damages. Wyndham further contends that its conduct is and has been lawful at all times relevant, and that Plaintiff's alleged claims lack merit and do not meet the requirements for class certification. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability by Wyndham, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's alleged claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's alleged claims. After Wyndham provided relevant information and documents to Class Counsel to evaluate Plaintiff's alleged claims, the Settlement was reached after mediation and good faith, arm's length negotiations between the parties, through their attorneys. To avoid additional expense, inconvenience, interference with Wyndham's business operations and the uncertainty of continuing litigation, the parties concluded that it is in the best interests of the parties and the Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice.

The Class Representative and Class Counsel support the Settlement and have concluded that this Settlement is fair, adequate and reasonable, having assessed Wyndham's defenses to potential liability, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Wyndham, your decision about whether to participate in the Settlement will not affect your employment in any way. California law and Wyndham's policy strictly prohibit unlawful retaliation in any form. Wyndham will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff and Settlement Class Members:		Attorneys for Wyndham:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 2155 Campus Drive, Ste. 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	ASAF LAW, APC Asaf Agazanof (SBN 285043) asaf@lawasaf.com 2330 Westwood Blvd., 2 nd Floor Los Angeles, California 90064 Tel: (424) 254-8870 Fax: (888) 254-0651	JACKSON LEWIS P.C. Kathy A. Le (SBN 279690) kathy.le@jacksonlewis.com Kelli M. Dreger (SBN 267404) kelli.dreger@jacksonlewis.com 200 Spectrum Center Drive, Ste. 500 Irvine, California 92618 Tel: (949) 885-1360 Fax: (949) 885-1380

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt housekeeping and guest services employees of Wyndham in California who worked at any time between February 5, 2016, and May 23, 2023. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Wyndham, as described below in the “Release” section.

Subject to final Court approval, Wyndham will pay \$3,800,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, Class Counsel's attorneys' fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative's enhancement payment. Wyndham will fund the Maximum Settlement Amount no later than 95 days after the final approval of the Settlement (assuming no objections or appeals).

The following deductions from the Maximum Settlement Amount will be requested by Plaintiff:

Settlement Administration Costs. The Court has approved CPT Group, Inc. to function as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$22,500.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Counsel’s Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$1,266,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel will also ask for reimbursement of up to \$100,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative’s Enhancement Payment. Class Counsel will ask the Court to award up to \$5,000.00 to Plaintiff as the Class Representative’s enhancement payment. This is meant to compensate Plaintiff for her service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the LWDA and PAGA Aggrieved Employees. The parties have agreed to allocate \$300,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code section 2699(i), 75% of such penalties (\$225,000.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$75,000.00) will be payable to the individuals with PAGA standing (the “PAGA Aggrieved Employees”) as part of the Net Settlement Amount.

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below) based on the following formula:

- (i) First, the Settlement Administrator will distribute the 25% share of PAGA civil penalties (\$75,000.00) to PAGA Aggrieved Employees proportionally based on the number of pay periods each worked for Wyndham in California between February 5, 2019, and May 23, 2023 (the “PAGA Period”). This payment is referred to as the “PAGA Payment” on your Notice of Settlement Award.
- (ii) The remainder of the Net Settlement Amount will be distributed to participating Settlement Class Members based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period. This payment is referred to as the “Estimated Individual Settlement Payment” on your Notice of Settlement Award.

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. The Settlement Administrator will distribute any funds resulting from checks not cashed within the 180-day check cashing deadline to the State Controller of California to be deposited in the California Unclaimed Property Fund, in the name(s) of the Settlement Class Member(s) whose check(s) were not cashed.

Allocation and Taxes. Each Individual Settlement Payment will be allocated as 80% penalties and interest and 20% wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members an IRS Form 1099 (for amounts paid as penalties and interest) and IRS Form W2 (for amounts paid as wages). Payments made to PAGA Aggrieved Employees will be attributed 100% to penalties and paid via an IRS Form 1099. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes

and other legally required withholdings from each Individual Settlement Payment. Settlement Class Members will be responsible for paying appropriate taxes due on the Individual Settlement Payment each receives. The Settlement Administrator, Wyndham and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments received under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge Wyndham, its past and present officers, directors, shareholders, managers, members, employees, agents, principals, spouses, heirs, representatives, accountants, insurers, auditors, consultants, and Wyndham's successors, assigns and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively "Released Parties") from all claims (with the exception of the PAGA Released Claims defined below), demands, rights, liabilities and causes of action arising from or related to the operative Complaint in the Lawsuit under any state or local law or administrative order that were pled in the Lawsuit against Wyndham or which could have been pled against Wyndham in the operative Complaint in the Lawsuit based on the factual allegations therein that arose during the Class Period, including the failure to pay all overtime wages, the failure to pay minimum wages for all hours worked, the failure to pay all paid sick leave, the failure to provide all meal periods, the failure to authorize and permit all rest periods, the failure to furnish accurate, itemized wage statements, the failure to pay wages upon termination, and any other claims that were alleged in the Lawsuit or which arise out of or relate to such facts (collectively, the "Released Claims"). The time period covered by this release is the Class Period.

PAGA Aggrieved Employees, regardless of whether they opt-out of the Settlement, will release and discharge Wyndham and the Released Parties from all PAGA claims that are based on the Labor Code violations pled in the operative Complaint in the Lawsuit against Wyndham or Plaintiff's letter to the LWDA dated on or about February 1, 2023, or which could have been pled in the operative Complaint in the Lawsuit against Wyndham based on the factual allegations therein that arose during the PAGA Period (collectively the "PAGA Released Claims"). The time period covered by this release is the PAGA Period.

Conditions of Settlement. The Settlement along with the associated releases described above are conditioned upon the occurrence of all of the following events: (i) the Settlement has been executed by all parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been given to the Settlement Class Members, providing them with an opportunity to dispute information contained in the Notices of Settlement Award, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement; (v) the later of the following events: sixty-five (65) calendar days following entry of the Court's final order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following entry of the Court's final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief; and (vi) Wyndham deposits the entire Maximum Settlement Amount with the Settlement Administrator.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your estimated Individual Settlement Payment is based on the proportionate number of workweeks / pay periods that you worked during the Class Period and PAGA Period. The information contained in Wyndham's records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS;**

DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The parties and the Settlement Administrator will evaluate any information and evidence submitted by you and discuss in good faith how to resolve any disputes submitted by you. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or card postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *RAMIREZ v. WYNDHAM VACATION OWNERSHIP INC.* LAWSUIT FILED IN THE SANTA BARBARA COUNTY SUPERIOR COURT, CASE NO. 20CV01715. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a valid and timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement (except for any payment of PAGA civil penalties, if applicable). **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

PAGA Aggrieved Employees may not opt-out of the release of PAGA claims and will thus receive payment for their share of PAGA civil penalties even if they request exclusion from the Settlement and do not receive a class portion of their Individual Settlement Payment.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, last four digits of your social security number, your signature, as well as contact information for any attorney representing you regarding your objection, the Lawsuit case name and number (which is *Ramirez v. Wyndham Vacation Ownership, Inc.*, Santa Barbara County Superior Court, Case No. 20CV01715), each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing currently scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 2 of the Santa Barbara County Superior Court, located at 312 East Cook Street, Building E, Santa Maria, California 93454. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department 2 of the Santa Barbara County Superior Court, located at 312 East Cook Street, Building E, Santa Maria, California 93454. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses, the enhancement

payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the online docket for this case using the online search at <https://portal.sbcourts.org/CASBPORTAL/Home/Dashboard/29> and inputting the case number (20CV01715). You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections to the Settlement Administrator is <<**RESPONSE DEADLINE**>>.

NOTICE OF SETTLEMENT AWARD

RAMIREZ v. WYNDHAM VACATION OWNERSHIP, INC.
SANTA BARBARA COUNTY SUPERIOR COURT, CASE NO. 20CV01715

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep your current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Estimated Individual Settlement Payment:

According to Wyndham's records:

- (a) You worked _____ workweeks for Wyndham as a non-exempt housekeeping and/or guest services employee in California between February 5, 2016, and May 23, 2023;
- (b) There were _____ total workweeks worked by non-exempt housekeeping and/or guest services employees in California between February 5, 2016, and May 23, 2023;
- (c) You worked _____ pay periods for Wyndham as a non-exempt housekeeping and/or guest services employee in California between February 5, 2019, and May 23, 2023; and
- (d) There were _____ total pay periods worked by non-exempt housekeeping and/or guest services employees in California between February 5, 2019, and May 23, 2023.

Based on the above, your Individual Settlement Payment is estimated to be \$ _____ and your PAGA Payment is estimated to be \$ _____.

(IV) If you disagree with items (a) - (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Wyndham's records, those records will control unless you are able to provide documentation that establishes that Wyndham's records are mistaken. If there is a dispute about whether Wyndham's information or yours is accurate, and the dispute cannot be resolved informally, the parties and the Settlement Administrator will resolve the dispute as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____ Date: _____

EXHIBIT 3