

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, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Asaf Agazanof, SBN: 285043
Asaf Law, APC
2330 Westwood Blvd., Second Floor
Los Angeles, California 90064
Tel: 424.254.8870
Fax: 888.254.0651
E-mail: asaf@lawasaf.com
Attorneys for Plaintiffs

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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 12, 2024
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 the named Plaintiff Rose 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 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 Pennsylvania state and federal court. I am currently responsible for managing a caseload of over seventy-five (75) active wage and hour class actions in which I am integrally involved in all aspects of the litigation.

4. The following is a non-exhaustive list of class action and PAGA settlements in which Plaintiff has been named as Class Counsel, and which have been granted final approval: *Julio v. [redacted], 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-00123-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis K. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Alava v. United 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 Labor Contracting*, 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).

performed in 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No BC537042, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles, 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); *Ahmad Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County

1 Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work
2 performed in 2019-2021); *David Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802,
3 Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding; and *Angel Ochoa*
4 *v. Fonseca Construction, Inc.*, Case No. CIVDS1928625, San Bernardino County Superior Court,
5 Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019
6 to 2021); *William Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los
7 Angeles County Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate
8 of \$595 for work performed in 2018 to 2021); *David Alvarado, et al. v. J.G. Boswell Company*,
9 Case No. 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley,
10 presiding (approving an hourly rate of \$595 for work performed in 2019 to 2021); *Gaudencio*
11 *Arroyo Reynoso, et al. v. Cream of the Crop Ag Service, Inc.*, Case No. VCU278847, Tulare
12 County Superior Court, Honorable Bret D. Hillman, presiding (approving an hourly rate of \$595
13 for work performed in 2019 to 2022); *Alejandra Parra v. Sixty Collective, LLC*, Case No.
14 19STCV01016, Los Angeles County Superior Court, Honorable Carolyn B. Kuhl, presiding
15 (approving an hourly rate of \$625 for work performed in 2019-2022); *Veronica Gonzalez v.*
16 *Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange
17 County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of
18 \$625 for work performed in 2020-2021); *David Montalvo v. Warehouse Services No. 4 LLC*, Case
19 No. CIVDS1931568, San Bernardino County Superior Court, Honorable David Cohn, presiding
20 (approving an hourly rate of \$625 for work performed in 2019-2022); *Steve Qawas v. Socal*
21 *Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshin S.
22 Sykes, presiding (approving an hourly rate of \$650 for work performed in 2019-2022); *Jessica*
23 *Burrola v. Trademark Cosmetics, Inc.*, Case No. RIC2002311, Riverside County Superior Court,
24 Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$650 for work performed in
25 2020-2022); *Elmy Calderon v. Personnel Staffing Group, LLC*, Case No. VCU278910, Tulare
26 County Superior Court, Honorable David C. Mathias, presiding (approving an hourly rate of \$650
27 for work performed in 2019-2022); *Santos Orellana v. Smarte Carte, Inc.*, Case No.
28 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. Kuhl, presiding (approving an hourly rate of \$650 for work performed in 2021-2022); *Ketema Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$650 for work performed in 2021-2022); *Edward Salgado v. S.R. Bray LLC, dba Power Plus!, et al.*, Case No. 30-2020-01172134-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (approving an hourly rate of \$725 for work performed in 2020-2023); *Santiago Gutierrez v. M.M.C.L., Inc. dba California Landcare*, Case No. 30-2021-01182371-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$725 for work performed in 2021-2023); *Robert Lewis v. IMERYS Filtration Minerals, Inc., et al.*, Case No. 22CV02874, Santa Barbara County Superior Court, Honorable Jed Beebe, presiding (approving an hourly rate of \$725 for work performed in 2021-2023); and *Gerardo Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$725 for work performed from 2022-2023).

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

- *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler presiding (certifying a class of employees who were misclassified as independent contractors);
- *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District Court, Central District of California, Honorable Judge Beverly Reid O'Connell presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding

(certifying a rest period violation class and conditionally certifying a FLSA unpaid overtime wage class);

- *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District Court, Eastern District of California, Honorable Judge Jennifer L. Thurston presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding (certifying unpaid overtime wage class and waiting time penalty class);
- *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-00775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Glenda Sanders presiding (certifying five separate classes for claims for unpaid wages, unreimbursed expenses, failure to authorize and permit rest periods, and derivative claims);
- *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations);
- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class);
- *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon, presiding (certifying classes for rest period violations, meal period violations, on-call pay violations, wage statement violations, and waiting time violations); and

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties).

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

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

8. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception and believe that the proposed Settlement is a fair and reasonable result for the Settlement Class members and the State of California.

9. Defendant operates a chain of vacation ownership resorts and employed Plaintiff as a non-exempt employee from approximately May 2016 to February 2019. Plaintiff worked in 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.

10. 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 California Labor and

1 Workforce Development Agency (“LWDA”) and Defendant to advise of her intent to pursue civil
2 penalties under the Private Attorneys General Act (“PAGA”) based on the Labor Code violations
3 pled in the Class Action. On April 16, 2020, Defendant removed the action to the United States
4 District Court, Central District, Case No. 2:20-cv-03528. On April 17, 2020, Plaintiff filed a
5 separate representative action complaint against Defendant alleging a single cause of action for
6 civil penalties under PAGA (“PAGA Action”). The Court granted the Parties’ stipulation to stay
7 the PAGA Action on October 23, 2020. The Parties then engaged in significant formal class
8 certification related discovery in the Class Action, including formal written discovery, mailing a
9 Belaire-West notice to the Settlement Class Members, and taking the depositions of Defendant’s
10 five FRCP 30(b)(6) witnesses.

11 11. In anticipation of private mediation, Defendant provided Plaintiff with electronic
12 timekeeping records and corresponding payroll records for all Settlement Class Members.
13 Through formal discovery, Defendant also produced thousands of pages of policies, handbooks,
14 bonus plans, and other relevant documents in effect during the relevant time period. Plaintiff
15 retained an expert with a Ph.D. in economics to analyze the data and create a class-wide exposure
16 model for the claims at issue. On February 2, 2023, the Parties participated in a full-day mediation
17 with Jeffrey Krivis, Esq., a well-respected wage and hour class action mediator. Although the
18 matter did not settle on that day, the Parties continued settlement negotiations through Mr. Krivis
19 and were eventually able to agree on terms to a global resolution of all claims in the Class Action
20 and PAGA Action. As a material term of the Settlement Agreement, the Parties stipulated to
21 consolidating the claims in the Class Action into the PAGA Action, dismissing the Class Action
22 without prejudice, and moving forward with settlement approval of all claims in this Court. Over
23 the following months, the Parties negotiated and executed the long-form Settlement Agreement
24 this Court preliminarily approved on October 11, 2023.

25 12. A true and correct copy of the Preliminary Approval Order is attached hereto as
26 **Exhibit 1.**

27 13. A true and correct copy of Plaintiff’s submission confirmation with LWDA in
28 connection with the filing of her Motions for Preliminary and Final Approval are attached hereto

as **Exhibit 2.**

14. On December 1, 2023, the Settlement Administrator notified the Parties that the number of workweeks worked by Settlement Class Members exceeded the 220,000 workweek threshold found in the escalator clause of the Settlement Agreement. Per the Settlement Agreement, Defendant could either: “(1) pay an additional sum necessary to increase the Maximum Settlement Amount (“MSA”) on a proportional basis over 10% (i.e., if there was a 15% increase in workweeks, Defendant would increase the MSA 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.” Defendant elected the latter and the Class Period was shortened to February 4, 2023.

15. The Net Settlement Amount (“NSA”) is the amount remaining from the MSA after deducting Court-approved amounts for attorneys’ fees (\$1,266,666.67) and verified costs reimbursement (\$77,420.63), the Class Representative Enhancement Payment (\$5,000.00), settlement administration costs (\$22,500.00), and payment to the LWDA for its share of PAGA penalties (\$225,000.00).

16. A true and correct copy of my firm’s verified costs reimbursement is attached hereto as **Exhibit 3.**

17. As detailed in Plaintiff’s Motion for Preliminary Approval, Defendant argues it maintains a legally-compliant meal period policy, that it has always provided meal periods consistent with that policy, and that it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken. Defendant further maintains that any meal period violations reflected in timekeeping records were the result of employee choice, not Defendant’s policies, thereby precluding liability. Defendant further contends that putative class members signed valid meal period waivers for shifts between 10 and 12 hours. Defendant also argues that, even though Defendant always provided compliant meals, Defendant paid meal period premium payments in instances that a meal period was not taken. 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,

1 thereby precluding class certification of this claim.

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

11 19. As to Plaintiff's allegation that Defendant maintained an unlawful rounding
12 practice for a portion of the Class Period (from February 5, 2016, through January 5, 2018),
13 Defendant contends that its timekeeping and rounding practice were neutral and operated in an
14 even-handed way, which Defendant asserts is lawful under the ruling in *See's Candy Shops, Inc.*
15 *v. Superior Court*, (2012) 210 Cal.App.4th 889. Further, Defendant argues it has previously
16 compensated employees for any potential underpayment due to the rounding practice, thereby
17 drastically minimizing any alleged exposure. As a result, Defendant contends that Plaintiff will
18 have difficulty certifying this claim as there is no substantial benefit to maintaining a class when
19 employees have been paid back the allegedly unpaid wages already.

20 20. As to Plaintiff's claim that Defendant failed to correctly include the value of the
21 incentive pay when calculating the employees' respective regular rates of pay for overtime
22 purposes, Defendant asserts that the incentive pay payments were implemented on a location-by-
23 location basis, were based on various and changing criteria, and were ultimately discretionary. As
24 a result, Defendant asserts that this claim is unmanageable, as it requires individualized inquiries
25 into each payment to determine the terms by which each bonus could be earned, whether each
26 employee met those terms, whether the communication of the bonus to employees meets the
27 criteria necessary for a non-discretionary payment, and whether there was actually any
28 underpayment of overtime on any given week due to the bonus. Each of these steps would result

in an unmanageable series of mini-trials.

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

22. My firm's fee request of \$1,266,666.67, representing one-third of the MSA, is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. This is consistent with my firm's experience in similar wage-and-hour class action matters. My firm's lodestar of approximately \$500,335.00, which results in a multiplier of 2.53 compared to the \$1,266,666.67 fee request. A summary showing the number of hours of work performed by each attorney and paralegal is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith, and have all been previously approved by various courts throughout California.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$850	96.6	\$82,110.00
Fletcher W. Schmidt (12th Year Attorney)	\$750	193.9	\$145,425.00
Andrew J. Rowbotham (10th Year Attorney)	\$650	378.3	\$245,895.00
Susan J. Perez (5th Year Attorney)	\$475	41.5	\$19,712.50
Firm Paralegals	\$175	41.1	\$7,192.50
Total Lodestar			\$500,335.00

23. A true and correct copy of my firm's billing summary is attached hereto as **Exhibit**

1 4.

2 24. A true and correct copy of the 2024 *Laffey* Matrix is attached hereto as **Exhibit 5**.

3 25. Since undertaking representation of Plaintiff, my firm has devoted substantial time
4 to this litigation without receiving any compensation to date. My firm has incurred substantial
5 attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal
6 research and analysis, engaged in formal class certification related discovery, including drafting
7 multiple sets of formal discovery, meeting and conferring with Defendant's counsel on responses,
8 mailing out the *Belaire-West* notice to the Settlement Class Members, ***taking five separate***
9 ***depositions*** of Defendant's FRCP 30(b)(6) witnesses, preparing for a class certification motion,
10 reviewing thousands of pages of policies, handbooks, bonus plans, and other relevant documents
11 produced by Defendant, extensively reviewing and evaluating the produced timekeeping and
12 payroll records with the assistance of a retained expert to build a comprehensive damages model,
13 preparing for and attending mediation, negotiating and drafting the Memorandum of
14 Understanding, long-form Settlement Agreement, and Notice Packet documents, preparing the
15 Motions for Preliminary and Final Approval, overseeing the notice process, meeting and
16 conferring with the Settlement Administrator and Defendant's counsel regarding the calculation
17 of workweeks worked during the Class Period to discuss the triggered "escalator clause," fielding
18 questions from Settlement Class Members, and otherwise litigating the case.

19 26. Since undertaking representation of Plaintiff, my firm has expended \$77,420.63 in
20 litigation costs and devoted substantial time to this litigation without receiving any compensation
21 to date. My firm incurred and respectfully requests reimbursement of \$77,420.63 in actual
22 litigation costs, which is significantly less than the \$100,000.00 amount preliminarily approved
23 by the Court as set out in the Settlement Agreement.

24 27. Plaintiff also requests that the Court approve \$22,500.00 in administration costs to
25 CPT Group, Inc. ("CPT") as the Settlement Administrator.

26 28. Here, Plaintiff seeks a Class Representative Enhancement Payment of \$5,000.00
27 and believes that this request is reasonable given Plaintiff's considerable efforts in this case, the
28 risks Plaintiff undertook on behalf of the Settlement Class Members, and Plaintiff's general

1 release of all claims against Defendants subject to a waiver of California Civil Code § 1542.
2 Plaintiff has invested considerable time and effort into seeing this litigation through resolution,
3 and the Settlement Class, who would not be receiving anything if it were not for Plaintiff's
4 decision to pursue these claims, will benefit from her participation. Plaintiff attached her name to
5 this lawsuit for the benefit of the Settlement Class Members and to the risk of herself, and has
6 agreed to a broader, general release of claims beyond what other Settlement Class Members are
7 releasing through this action, including a waiver of Civil Code § 1542. Plaintiff deserves to be
8 compensated for these unique risks and her broad release of claims, which other Settlement Class
9 Members are not subject to. Plaintiff's efforts include gathering relevant documents for use in the
10 lawsuit and providing factual information to her attorneys, holding various phone calls with her
11 attorneys to discuss the claims in the lawsuit and Defendant's practices, helping identify other
12 Settlement Class Members who experienced the same violations as Plaintiff, assisting her
13 attorneys in preparing for mediation, making herself available the entire day of mediation,
14 providing insight into supervisors and location specific questions in advance of the depositions of
15 Defendant's five FRCP 30(b)(6) witnesses, and otherwise assisting her attorneys in moving the
16 case towards resolution, the significant risks Plaintiff undertook by serving as the named plaintiff,
17 and the fact that she agreed to a general release of all claims subject to a waiver of Civil Code §
18 1542.

19 29. I confirm that I am not affiliated with the proposed settlement administrator, CPT
20 Group, Inc.

21 I declare under penalty of perjury under the laws of California and the United States that
22 the foregoing is true and correct. Executed on February 16, 2024, at El Segundo, California.

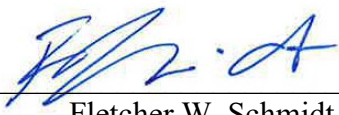
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EXHIBIT 1

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, Suite 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., Second Floor
Los Angeles, California 90064
Tel: (424) 254-8870
Fax: (888) 254-0651

Attorneys for Plaintiff

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
10/11/2023

Darrel E. Parker, Executive Officer
BY Allain, Kelley Deputy Clerk

**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]*

**ORDER GRANTING
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

[PROPOSED] ORDER

The Motion of Plaintiff Olivia Rose Ramirez for Preliminary Approval of Class Action Settlement came regularly for hearing before this court on October 10, 2023, at 8:30 a.m. The Court, having considered Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the proposed Stipulation of Settlement ("Settlement Agreement" or "Settlement"), attached as Exhibit 1 to the Declaration of Fletcher W. Schmidt filed concurrently with the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms'-length negotiations conducted after Plaintiff and/or Plaintiff's counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement only, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

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

4. For purposes of the Settlement, the Court designates named Plaintiff Olivia Rose Ramirez as the Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, and

Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel.

5. The Court designates CPT Group, Inc. as the third-party Settlement Administrator for mailing notices.

6. The Court approves, as to form and content, the Notice of Class Action Settlement and Notice of Settlement Award (collectively, the “Notice Packet”) attached as Exhibit 2 to the Declaration of Fletcher W. Schmidt.

7. The Court finds that the form of notice to the Settlement Class Members regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class Members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Settlement Class Members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

8. The Court further approves the procedures for Settlement Class Members to opt-out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

9. The procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member’s objection to the Settlement, in accordance with the due process rights of all Settlement Class Members.

10. The Court directs the Settlement Administrator to mail the Notice Packet to the Class Members in English and Spanish, in accordance with the terms of the Settlement.

11. The Class Notice shall provide at least 60 calendar days’ notice for Settlement Class Members to submit disputes, opt-out of, or object to the Settlement.

12. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on March 12, 2024 at 8:30 a.m. in Department 2 of this Court, located at 312 East Cook Street Building E, Santa Maria, CA 93454. The Court reserves the right to continue the date of the Final Approval Hearing without

further notice to the Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for a Class Representative Enhancement Payment, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and attorneys' fees and costs to Plaintiff's counsel should be granted.

14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiff's application for a Class Representative Enhancement Payment, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and attorneys' fees and costs to Plaintiff's counsel prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on October 10, 2023):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than (30 days after preliminary approval):	November 9, 2023
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than (10 business days after receiving contact info):	November 24, 2023
Deadline for Settlement Class Members to submit disputes, request exclusion from, or object to the Settlement (60 days after mailing):	January 23, 2024
Deadline for Plaintiff to file the Motion for Final Approval of Class Action Settlement:	February 16, 2024

Final Approval Hearing

March 12, 2024 at 8:30 a.m.

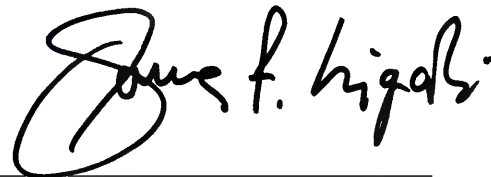
16. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

18. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: **10/11/2023**, 2023



Honorable James F. Rigali
Judge of the Superior Court

EXHIBIT 2

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, September 15, 2023 3:16:55 PM

09/15/2023 03:15:41 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the State

Court Case Number *

20CV01715

Hearing Date (if any)

October 10, 2023

Hearing Time

8:30 a.m.

Hearing Location

312 East Cook Street Build

Number of aggrieved employees *

2757

Gross settlement amount *

3800000.00

Gross penalty amount *

300000.00

Penalties to LWDA *

22500.00

Date of proposed settlement *

06/07/2023

Proposed Settlement and Other Documents

Proposed Settlement *

Exhibit 1 – W...ent (FINAL).pdf

Other Attachment (if any)

1. 2023-09-...y Approval.pdf

Other Attachment (if any)

[Remove](#)

2. 2023-09-... PA Motion.pdf

Other Attachment (if any)

[Remove](#)

3. 2023-09-... PA Motion.pdf

Other Attachment (if any)

[Remove](#)

4. 2023-09-...yndham PA.pdf

Other Attachment (if any)

[Remove](#)

5. 2023-09-...yndham PA.pdf

Other Attachment (if any)

[Remove](#)

6. 2023-09-...yndham PA.pdf

Other Attachment (if any)

[Remove](#)

7. 2023-09-...yndham PA.pdf

Other Attachment (if any)

[Remove](#)

8. 2023-09-...f of Service.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

EXHIBIT 3

Olivia Rose Ramirez v. Wyndham Vacation Ownership, Inc.

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
10/31/2019	PKH Postage for October, 2019.	1 13.60	13.60
	PKH Copying cost for October, 2019.	49 0.25	12.25
12/26/2019	PKH FedEx	1 22.57	22.57
1/31/2020	PKH Postage for January, 2020.	1 13.60	13.60
	PKH Copying cost for January, 2020.	28 0.25	7.00
2/5/2020	PKH Jury fees.	1 150.00	150.00
	PKH Initial and Complex Case filing fees and First Legal's service fee for filing of summons & complaint.	1 1,507.15	1,507.15
2/29/2020	PKH Pacer expense for February 2020	1 4.40	4.40
	PKH Postage for February, 2020.	1 7.05	7.05
	PKH Copying cost for February, 2020.	90 0.25	22.50
3/19/2020	PKH First Legal's service fee for service of process on Wyndham Vacation Ownership, inc.	1 131.90	131.90

		<u>Qty/Price</u>	<u>Amount</u>
3/23/2020	PKH First Legal's service fee for filing of Proof of Service of Summons.	1 8.75	8.75
3/31/2020	PKH Pacer expense for March, 2020.	1 0.10	0.10
	PKH Pacer expense for March, 2020.	1 1.10	1.10
4/17/2020	PKH Initial and complex case filing fees and First Legal's service fee for filing of summons and PAGA complaint.	1 1,501.15	1,501.15
4/30/2020	PKH Copying cost for April 2020	82 0.25	20.50
6/30/2020	PKH Postage for June, 2020.	1 2.00	2.00
	PKH Copying cost for June, 2020.	48 0.25	12.00
7/22/2020	PKH First Legal's fee for filing of Proof of Service of Summons/Complaint	1 8.75	8.75
7/31/2020	PKH Postage for JULY, 2020.	1 1.30	1.30
	PKH Copying cost for JULY, 2020.	16 0.25	4.00
8/11/2020	PKH One Legal's fee for filing of Notice of Change of Address	1 15.10	15.10
8/31/2020	PKH Postage for August, 2020.	1 0.50	0.50
	PKH Copying cost for August, 2020.	45 0.25	11.25
9/30/2020	PKH Copying cost for September 2020	36 0.25	9.00
10/30/2020	PKH Postage for October, 2020.	1 0.50	0.50
	PKH Copying cost for October, 2020.	5 0.25	1.25
12/31/2020	PKH Copying cost for December, 2020.	36 0.25	9.00

			<u>Qty/Price</u>	<u>Amount</u>
11/17/2021	KI	One Legal Filing Fee for: Case Management Statement	1 21.77	21.77
2/28/2022	ALL	Postage for February, 2022.	1 0.73	0.73
	ALL	Copying cost for February, 2022.	8 0.25	2.00
3/10/2022	PKH	Ortman Mediation fee - Invoice # [REDACTED] 5/16/22 mediation - cancelled after refund date	1 13,000.00	13,000.00
3/31/2022	KI	FedEx Cost for March 2022	1 47.03	47.03
	PKH	Copying cost for March 2022	45 0.25	11.25
4/30/2022	KI	FedEx Cost for April 2022	1 20.84	20.84
	ALL	Copying cost for April, 2022.	3 0.25	0.75
5/31/2022	PKH	[REDACTED] expert fee - Invoice # [REDACTED]	1 7,300.00	7,300.00
6/30/2022	ALL	Postage for June, 2022.	1 1.46	1.46
	ALL	Westlaw cost for June, 2022.	1 5.27	5.27
	ALL	Copying cost for June, 2022.	13 0.25	3.25
8/25/2022	PKH	First Mediation fee - Invoice # [REDACTED] 02/02/23 mediation	1 10,000.00	10,000.00
8/31/2022	ALL	Westlaw cost for August, 2022.	1 16.50	16.50
	ALL	Copying cost for August, 2022.	63 0.25	15.75
11/28/2022	IDLC	One legal's fee for filing of: Joint status report - filed Order #: [REDACTED]	1 25.38	25.38
11/30/2022	ALL	TSG Transcript Cost for deposition of Katy Powers and reporter's appearance fee on 11/15/22 - Invoice # [REDACTED]	1 2,472.30	2,472.30

			Qty/Price	Amount
11/30/2022	ALL	TSG Transcript Cost for deposition of Alan Hopkins and Abdul Aboushadi reporter's appearance fee on 11/17/22 - Invoice # [REDACTED]	1 3,344.35	3,344.35
	PKH	[REDACTED] expert fee - Invoice # [REDACTED]	1 9,920.00	9,920.00
12/14/2022	ALL	TSG Transcript Cost for depo of Jeffrey Pank and reporter appearance fee on 12/2/22 - Invoice # [REDACTED]	1 1,747.60	1,747.60
12/19/2022	AJR	Hotel cost for Olivia Ramirez - Deposition (unable to cancel with enough notice for refund)	1 200.83	200.83
12/28/2022	ALL	TSG Transcript Cost for depo of Melissa Moore and reporter appearance fee on 12/14/22 - Invoice # [REDACTED]	1 1,674.05	1,674.05
12/31/2022	ALL	Postage for December, 2022.	1 6.57	6.57
	IDLC	[REDACTED] Expert fees for: Invoice # [REDACTED]	1 12,204.00	12,204.00
	ALL	Copying cost for December, 2022.	4 0.25	1.00
1/23/2023	IDLC	Expert fee [REDACTED] Invoice # [REDACTED]	1 1,546.28	1,546.28
1/31/2023	ALL	Westlaw cost for January, 2023.	1 162.15	162.15
	IDLC	[REDACTED] Expert fee for invoice # [REDACTED]	1 9,720.00	9,720.00
	ALL	Copying cost for January, 2023.	234 0.25	58.50
2/28/2023	ALL	Westlaw cost for February, 2023.	1 6.74	6.74
	ALL	Postage for February, 2023.	1 7.33	7.33
	ALL	Copying cost for February 2023	48 0.25	12.00
3/1/2023	ALL	Copying cost for February, 2023.	22 0.25	5.50
4/30/2023	ALL	Copying cost for April 2023	27 0.25	6.75

			Qty/Price	Amount
5/19/2023	IDLC	One legal's filing fee for: Joint stipulation to lift stay and file first amended complaint; [Proposed] order, Proof of service. Order #: [REDACTED]	1 17.45	17.45
5/23/2023	IDLC	One legal's filing fee for: Joint stipulation to lift stay and file first amended complaint; [Proposed] order. Order #: [REDACTED]	1 44.47	44.47
5/25/2023	IDLC	One legal's filing fee for: First amended class and representative action complaint - claim amount unchanged (no fee), Proof of service. Order #: [REDACTED]	1 18.48	18.48
5/26/2023	IDLC	One legal's filing fee for: Amended complaint - claim amount unchanged (No fee), proof of service Order #: [REDACTED]	1 23.78	23.78
7/13/2023	IDLC	Pacer expense for June, 2023.	1 0.20	0.20
	IDLC	Pacer expense for June, 2023.	1 12.00	12.00
7/31/2023	ALL	Westlaw cost for July, 2023.	1 5.00	5.00
8/10/2023	IDLC	First legal's filing fee for: Proof of service, Stipulation and order Order #: [REDACTED]	1 44.47	44.47
9/19/2023	IDLC	First legal's filing fee for: Motion, Proposed order, Declaration/Affidavit x4 Order #: [REDACTED]	1 21.57	21.57
9/25/2023	IDLC	First legal's filing fee for: Motion, Proposed order, Declaration affidavit x 4 Order #: [REDACTED]	1 111.39	111.39
9/30/2023	ALL	Copying cost for September 2023	115 0.25	28.75
10/10/2023	IDLC	First legal's Filing fee for: Proposed Order, proof of service Order #: [REDACTED]	1 26.87	26.87
Total additional charges				\$77,420.63
Balance due				\$77,420.63

EXHIBIT 4

Haines Law Group, APC

Billing Summary

Olivia Rose Ramirez v. Wyndham Vacation Ownership, Inc.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research, client intake interview, review of personnel file and client documents, and new client onboarding.	PKH 7.3 hrs. @\$850/hr. = \$6,205.00 FWS 10.5 hrs. @\$750/hr. = \$7,875.00 JR 0.9 hrs. @\$175/hr. = \$157.50	\$14,237.50
Conduct legal research regarding Plaintiff's claims; conduct research regarding corporate structure of Defendant; search dockets for related actions.	PKH 3.0 hrs. @\$850/hr. = \$2,550.00 FWS 5.6 hrs. @\$750/hr. = \$4,200.00 AJR 1.0 hrs. @\$650/hr. = \$650.00 JR 0.5 hrs. @\$175/hr. = \$87.50	\$7,487.50
Draft class action complaint; filing and service of complaint and case-initiating documents; draft and finalize LWDA letter and serve on Defendant and the LWDA.	PKH 1.0 hrs. @\$850/hr. = \$850.00 FWS 4.2 hrs. @\$750/hr. = \$3,150.00 AJR 2.6 hrs. @\$650/hr. = \$1,690.00 JR 0.8 hrs. @\$175/hr. = \$140.00	\$5,830.00
Draft and file FAC	FWS 0.5 hrs. @\$750/hr. = \$375.00 AJR 1.5 hrs. @\$650/hr. = \$975.00 JR 0.5 hrs. @\$175/hr. = \$87.50	\$1,437.50
Review Defendant's answer, removal filings, research potential motion for remand	PKH 1.5 hrs. @\$850/hr. = \$1,275.00 FWS 3.0 hrs. @\$750/hr. = \$2,250.00 AJR 6.8 hrs. @\$650/hr. = \$4,420.00 JR 0.6 hrs. @\$175/hr. = \$105.00	\$8,050.00
Meeting and conferring with opposing counsel re case and preparing discovery plan and joint Rule 26(f) report; draft and finalize discovery plan and joint Rule 26(f) report, meet and confer over opposing counsel's edits to the discovery plan and joint Rule 26(f) report; file joint rule 26(f) report.	PKH 1.6 hrs. @\$850/hr. = \$1,360.00 FWS 3.7 hrs. @\$750/hr. = \$2,775.00 AJR 9.8 hrs. @\$650/hr. = \$6,370.00 JR 1.3 hrs. @\$175/hr. = \$227.50	\$10,732.50
Draft joint stipulations to continue class certification deadlines (May of 2022 and February of 2023); meet and confer with opposing counsel over edits to joint	PKH 1.4 hrs. @\$850/hr. = \$1,190.00 FWS 1.4 hrs. @\$750/hr. = \$1,050.00 AJR 3.8 hrs. @\$650/hr. = \$2,470.00 JR 2.0 hrs. @\$175/hr. = \$350.00	\$5,060.00

stipulation to continue class certification deadlines (May of 2022 and February of 2023); file joint stipulation to continue class certification deadlines (May of 2022 and February of 2023).		
Draft Belaire-West Notice; meet and confer with opposing counsel over edits to Belaire-West Notice; obtain quotes from administrators; oversee Belaire-West Notice process.	PKH 0.5 hrs. @\$850/hr. = \$425.00 FWS 1.5 hrs. @\$750/hr. = \$1,125.00 AJR 5.1 hrs. @\$650/hr. = \$3,315.00	\$4,865.00
Draft and propound class-certification targeted discovery on both Defendants; draft and propound deposition notices for Defendants' Person(s) Most Qualified.	PKH 2.5 hrs. @\$850/hr. = \$2,125.00 FWS 3.0 hrs. @\$750/hr. = \$2,250.00 AJR 6.4 hrs. @\$650/hr. = \$4,160.00 JR 1.6 hrs. @\$175/hr. = \$280.00	\$8,815.00
Take five separate depositions of Defendant's FRCP 30(b)(6) witnesses; meet and confer over topics to be covered by each of Defendant's FRCP 30(b)(6) witnesses; meet and confer over Defendant's written discovery responses; review thousands of pages of policies, handbooks, bonus plans, and other relevant documents produced by Defendant.	PKH 25.7 hrs. @\$850/hr. = \$21,845.00 FWS 45.3 hrs. @\$750/hr. = \$33,975.00 AJR 87.4 hrs. @\$650/hr. = \$56,810.00 JR 2.0 hrs. @\$175/hr. = \$350.00	\$112,980.00
Prepare to move for class cert; speak with putative class members regarding their experiences working for Defendant to prepare declarations in support of Motion for Class Certification; review relevant case law; prepare statement of facts for each separate claim Plaintiff will pursue class certification for.	PKH 7.8 hrs. @\$850/hr. = \$6,630.00 FWS 21.9 hrs. @\$750/hr. = \$16,425.00 AJR 54.9 hrs. @\$650/hr. = \$35,685.00 SJP 8.9 hrs. @\$475/hr. = \$4,227.50 JR 14.5 hrs. @\$175/hr. = \$2,537.50	\$65,505.00

Attend Court CMC appearances in PAGA Action, draft joint status reports in advance of CMCs; meet and confer with defense counsel regarding joint status reports; file joint status reports.	AJR 6.7 hrs. @\$650/hr. = \$4,355.00 SJP 4.7 hrs. @\$475/hr. = \$2,232.50 JR 1.9 hrs. @\$175/hr. = \$332.50	\$6,920.00
Meeting and conferring with opposing counsel regarding mediation; draft and send mediation requests to Defendant and meet and confer with opposing counsel regarding informal discovery requests.	PKH 2.4 hrs. @\$850/hr. = \$2,040.00 FWS 2.4 hrs. @\$750/hr. = \$1,800.00 AJR 7.8 hrs. @\$650/hr. = \$5,070.00	\$8,910.00
Review and organize mediation data production; conduct review and analysis of Defendant's timekeeping and payroll records for exposure analysis; meet and confer with expert regarding data analysis; draft mediation brief and prepare for mediation; legal research re same.	PKH 15.8 hrs. @\$850/hr. = \$13,430.00 FWS 45.8 hrs. @\$750/hr. = \$34,350.00 AJR 78.4 hrs. @\$650/hr. = \$50,960.00 SJP 2.5 hrs. @\$475/hr. = \$1,187.50	\$99,927.50
Attend mediation with Jeffrey Krivis; draft MOU; calls with client for settlement approval.	PKH 8.0hrs. @\$850/hr. = \$6,800.00 FWS 10.8 hrs. @\$750/hr. = \$8,100.00 AJR 12.8 hrs. @\$650/hr. = \$8,320.00	\$23,220.00
Communications and meetings w client re: settlement.	FWS 1.5 hrs. @\$750/hr. = \$1,125.00 AJR 2.8 hrs. @\$650/hr. = \$1,820.00 JR 2.8 hrs. @\$175/hr. = \$490.00	\$3,435.00
Draft notice of settlement, amended complaint, joint stipulation to file amended complaint, and file in Santa Barbara County.	FWS 1.0 hrs. @\$750/hr. = \$750.00 AJR 5.6 hrs. @\$650/hr. = \$3,640.00 SJP 10.7 hrs. @\$475/hr. = \$5,082.50 JR 2.0 hrs. @\$175/hr. = \$350.00	\$9,822.50
Draft joint stipulation for dismissal of action in federal court; meet and confer with opposing counsel over edits to joint stipulation for dismissal of action in federal court; file joint stipulation for dismissal of action in federal court.	AJR 3.8 hrs. @\$650/hr. = \$2,470.00 JR 1.0 hrs. @\$175/hr. = \$175.00	\$2,645.00
Negotiate and provide edits to draft long-form settlement	PKH 4.4 @\$850/hr. = \$3,740.00 FWS 8.4 @\$750/hr. = \$6,300.00	

agreement and notice packet; discussions with opposing counsel re the same; communications w client re same; obtain and review administration bids.	AJR 19.8 @\$650/hr. = \$12,870.00	\$22,910.00
Draft preliminary approval motion and supporting documents, including legal research; file motion for preliminary approval.	PKH 2.9 hrs. @\$850/hr. = \$2,465.00 FWS 4.6 hrs. @\$750/hr. = \$3,450.00 AJR 16.9 hrs. @\$650/hr. = \$10,985.00 SJP 3.0 hrs. @\$475/hr. = \$1,425.00 JR 3.4 hrs. @\$175/hr. = \$595.00	\$18,920.00
Prepare for and attend preliminary approval hearing.	AJR 2.3 hrs. @\$650/hr. = \$1,495.00	\$1,495.00
Communications with settlement administrator; review weekly reports; oversee notice process; discussions with opposing counsel regarding escalator clause being triggered.	FWS 1.6 hrs. @\$750/hr. = \$1,200.00 AJR 5.5 hrs. @\$650/hr. = \$3,575.00 SJP 1.4 hrs. @\$475/hr. = \$665.00	\$5,440.00
Draft final approval motion and supporting documents.	FWS 2.0 hrs. @\$750/hr. = \$1,500.00 AJR 18.7 hrs. @\$650/hr. = \$12,155.00 SJP 5.0 hrs. @\$475/hr. = \$2,375.00 JR 2.0 hrs. @\$175/hr. = \$350.00	\$16,380.00
Misc. internal meetings regarding case strategy and case status.	PKH 10.8 hrs. @\$850/hr. = \$9,180.00 FWS 15.2 hrs. @\$750/hr. = \$11,400.00 AJR 17.9 hrs. @\$650/hr. = \$11,635.00 SJP 5.3 hrs. @\$475/hr. = \$2,517.50 JR 3.3 hrs. @\$175/hr. = \$577.50	\$35,310.00
TOTAL:		\$500,335.00

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.