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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,

vs.

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 WILLIAM
ARGUETA WITH RESPECT TO
SETTLEMENT ADMINISTRATION
AND CLASS NOTICE**

Date: March 12, 2024
Time: 8:30 a.m.
Dept.: 2

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

1 I, WILLIAM ARGUETA, DECLARE AS FOLLOWS:

2 1. I am employed by CPT Group, Inc., the court appointed class action claims
3 administrator, as Case Manager for *Ramirez v. Wyndham Vacation Ownership, Inc.* and have
4 personal knowledge of the facts set forth in this Declaration, and if called as a witness, could and
5 would testify competently thereto.

6 2. CPT has extensive experience in providing notice of class actions and administering
7 class action settlements. In the past 30 plus years, we have provided notification and/or settlement
8 administration services in over one thousand class action cases. CPT was selected by both parties
9 to provide notice of the settlement and process exclusions in this action. In this capacity, CPT
10 was charged with administering the settlement terms and conditions detailed herein, included but
11 not limited to:

- 12 a) Translating, printing and mailing to Settlement Class Members the *Notice of Proposed*
13 *Class Action Settlement and Hearing Date for Final Court Approval, and Settlement Award*
14 *Form*, hereinafter collectively referred to as “*Notice*”;
- 15 b) processing undeliverable mail and locating updated addresses for Settlement Class
16 Members;
- 17 c) establishing a toll-free number at 1-888-433-0543 to assist and address any questions from
18 members of the settlement class;
- 19 d) receiving and reporting any Request for Exclusion and Objections submitted by Class
20 Members and administering disputes by Class Members;
- 21 f) providing weekly reports to the parties;
- 22 g) establishing and administering a qualified settlement fund to disburse all settlement
23 payments;
- 24 h) calculating Individual Settlement Payments for each Class Member;
- 25 i) issuing and distributing Class Counsel’s fees and costs, the Named Plaintiff’s enhancement
26 award, and Settlement Payments to the Class Members;
- 27 j) calculating and remitting all amounts due to the appropriate federal, state, and local tax
28 authorities;

1 k) receiving and reviewing other communications about the Settlement. and establishing and
2 maintaining a case specific static website to inform class members of the final approval
3 hearing and judgment (<https://www.cptgroupcaseinfo.com/WVOSettlement>).

4 3. CPT received the Court-approved text for the Notice from Class Counsel on October
5 12, 2023.

6 4. CPT prepared a draft of the mailing to the Settlement Class Members. The mailing
7 would consist of a 5-page English and 5-page Spanish Notice of Proposed Class Action
8 Settlement and Hearing Date for Final Court Approval, and 1-page English and 1-page Spanish
9 Settlement Award Form. Attached hereto as **Exhibit A** is a true and correct copy of the Notice
10 that was mailed to Settlement Class Members. CPT received approval from the Parties and a
11 sufficient number of each were printed according to the anticipated class size.

12 5. On November 20, 2023, CPT received data files from Defense Counsel containing the
13 full name, last known address, telephone numbers, employee ID, full social security number, hire
14 dates, LOA dates, termination dates, covid dates, and total weeks worked by each Settlement
15 Class Member. The final class list consisted of 3,251 Settlement Class Members.

16 6. On November 29, 2023, CPT conducted a National Change of Address (NCOA)
17 search in an attempt to update the class list of addresses as accurately as possible, for all
18 Settlement Class Members. A search of this database provided updated addresses for any
19 individual who had moved in the previous four years and notified the U.S. Postal Service of their
20 change of address.

21 7. On December 29, 2023, the Notices were mailed by U.S. first class mail to 3,251
22 Settlement Class Members. The deadline to submit disputes, requests for exclusion or objection
23 was February 27, 2024.

24 8. As of the date of this declaration, (102) Notice Packets have been returned to our office
25 by the U.S. Postal Service and zero (0) have been forwarded directly by the U.S. Postal Service
26 to a forwarding address. CPT performed a skip trace on all returned mail that was returned with
27 no forwarding address in an attempt to locate a better address using Accurint, one of the most
28

comprehensive databases available. Accurint utilizes hundreds of different databases supplied by credit reporting agencies, public records and a variety of other national databases.

9. As a result of a forwarding address and skip trace efforts, a total of (83) Notice Packets were re-mailed to Class Members. As of the date of this declaration, (23) Notice Packets remain undeliverable.

10. On February 9, 2024, CPT received a request to be added to the class by an individual, which was forwarded to Defense Counsel for review. On February 12, 2024, Defense Counsel confirmed that this individual is not part of the class.

11. As of the date of this declaration, CPT has received one (1) Request for Exclusion. The Class Member who excluded themselves from the settlement is Abdellatif Boubegre.

12. As of the date of this declaration, CPT has not received any Objections to the Settlement or any portion thereof.

13. As of the date of this declaration, CPT has not received any disputes from Settlement Class Members.

14. CPT now reports a total of 3,250 Settlement Class Members are part of this Settlement, which represents a 99.97% participation rate. (2,066) of the Class Members are also Aggrieved Employees who will receive a portion of the PAGA Payment (\$75,000.00).

15. Pursuant to the terms of the Settlement Agreement, Participating Class Members will receive a portion of the Net Settlement Amount based on the number of Workweeks they were employed during the Class Period. As of the date of this declaration, the estimated Net Settlement Amount available to the Class Members is as follows:

Gross Settlement Amount	\$3,800,000.00
Less Attorneys' Fees (Requested)	\$1,266,666.67
Less Attorneys' Expenses (Requested)	\$77,420.63
Less Service Awards to Plaintiff (Requested)	\$5,000.00
Less PAGA Payment to the LWDA	\$225,000.00
Less Settlement Administration Costs	\$22,500.00
Remaining Net Settlement Amount	\$2,203,412.70

16. The estimated average settlement payment to each Class Member is \$654.90. The highest estimated settlement payment is \$3,535.15. The lowest estimated settlement payment is \$1.36.

17. The estimated average PAGA payment to each PAGA employee is \$36.30. The highest estimated PAGA payment is \$132.65. The lowest estimated PAGA payment is \$0.09.

18. CPT will charge a total of \$22,500.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement. A true and correct copy of CPT Group's invoice for this action is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this 16th day of February 2024, at Irvine, California.


William Argueta

EXHIBIT A

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 February 4, 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 February 4, 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 www.cptgroupcaseinfo.com/WVOSettlement.

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	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
ASAF LAW, APC Asaf Agazanof (SBN 285043) asaf@lawasaf.com 2330 Westwood Blvd., 2nd Floor Los Angeles, California 90064 Tel: (424) 254-8870 Fax: (888) 254-0651	

What are the terms of the Settlement?

On October 11, 2023, 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 February 4, 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 February 4, 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 February 27, 2024. **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 February 27, 2024, 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 *Ramirez v. Wyndham Vacation Ownership, Inc.*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606. 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 February 27, 2024.

You may also appear at the Final Approval Hearing currently scheduled for March 12, 2024 at 8:30 a.m., 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 March 12, 2024 at 8:30 a.m., 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 **FEBRUARY 27, 2024**.

CORTER SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE SANTA BARBARA

OLIVIA ROSE RAMIREZ, como individuos y en nombre de
todos los demás situados de manera similar,

Demandante,

vs.

WYNDHAM VACATION OWNERSHIP, INC., una
Corporación de Delaware,

Demandado.

Caso No. 20CV01715

**AVISO DEL ACUERDO DE LA DEMANDA
COLECTIVA**

Para: Todos los empleados actuales y anteriores no exentos del servicio de limpieza y servicios a los huéspedes de Wyndham Vacation Ownership, Inc. ("Wyndham") en California que trabajaron en cualquier momento entre el 5 de febrero del 2016 y el 4 de febrero del 2023.

**UNA CORTE AUTORIZÓ ESTE AVISO
POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE
ESTE AVISO ESTÁ SIENDO PROPORCIONADO A USTED EN INGLÉS Y ESPAÑOL
SUS DERECHOS LEGALES PUEDEN SER AFECTADOS SI USTED ACTÚA O NO**

Usted puede tener derecho a dinero de este Acuerdo. Los registros de Wyndham muestran que usted fue un empleado por Wyndham como un empleado no exento del servicio de limpieza y servicios a los huéspedes en California en algún momento entre el 5 de febrero del 2016, y el 4 de febrero del 2023 (el "Período de la Clase"). La Corte ordenó que este Aviso del Acuerdo de la Demanda Colectiva ("Aviso") sea enviado a usted porque puede tener derecho a dinero bajo el Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este Aviso es para proporcionarle una breve descripción de la demanda colectiva y representativa que se identifica en la parte superior de la página ("Demanda"), para informarle de los términos del Acuerdo, para describirle sus derechos en relación con el Acuerdo, y para explicarle los pasos que usted puede tomar para participar en, objetar a, o excluirse del Acuerdo. Si usted no se excluye del Acuerdo y la Corte finalmente aprueba el Acuerdo, usted estará obligado por los términos del Acuerdo y cualquier sentencia final, y se le enviará por correo su parte de los fondos del Acuerdo. El Aviso de la sentencia final se publicará en línea en www.cptgroupcaseinfo.com/WVOSettlement.

¿De qué se trata este caso?

La Demandante Olivia Rose Ramirez ("Demandante") presentó esta Demanda en contra de Wyndham, afirmando reclamos en su nombre y en nombre de todos los empleados actuales y anteriores no exentos de servicios de limpieza y servicios al huésped de Wyndham que trabajaron en California en cualquier momento durante el Período de la Clase ("Miembros de la Clase del Acuerdo" o "Clase del Acuerdo"). La Demandante es conocida como la "Representante de la Clase," y sus abogados, que también representan los intereses de todos los Miembros de la Clase del Acuerdo, son conocidos como los "Abogados de la Clase."

En la Demanda, la Demandante alega que Wyndham: (1) no pagó todos los salarios de las horas extras; (2) no pagó los salarios mínimos por todas las horas trabajadas; (3) no proporcionó todos los periodos de comida; (4) no autorizó y permitió todos los periodos de descanso; (5) no proporcionó las declaraciones salariales precisas y detalladas; (6) no pagó los salarios después de la terminación; (7) participó en competencia desleal; y (8) es responsable de las sanciones civiles conforme a la Ley General de Abogados Privados ("PAGA," por sus siglas en inglés).

Wyndham disputa todos los supuestos reclamos de la Demandante, niega que haya hecho algo incorrecto, tiene confianza en que tiene fuertes defensas legales y de hechos a los supuestos reclamos de la Demandante, afirma que siempre ha cumplido adecuadamente con todas las leyes y regulaciones aplicables, y niega que deba a los Miembros de la Clase del Acuerdo cualquier salario, restitución, sanciones o cualquier otro daño. Wyndham sostiene además que su conducta es y ha sido legal en todos los momentos pertinentes, y que los supuestos reclamos de la Demandante no tienen fundamento y no cumplen con los requisitos para la certificación de la clase. En consecuencia, el Acuerdo constituye un compromiso de los reclamos en disputa y no debe interpretarse como una admisión de responsabilidad por parte de Wyndham, que niega expresamente toda responsabilidad.

La Corte no ha decidido sobre los méritos de los supuestos reclamos de la Demandante. Este Aviso no debe entenderse como una expresión de opinión alguna por la Corte en cuanto a los méritos de los supuestos reclamos de la Demandante. Después de

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que Wyndham proporcionara información y documentos relevantes a los Abogados de la Clase para evaluar los supuestos reclamos de la Demandante, se llegó al Acuerdo después de una mediación y negociaciones de buena fe y en condiciones de igualdad entre las partes, a través de sus abogados. Para evitar gastos adicionales, inconvenientes, interferencias con las operaciones comerciales de Wyndham y la incertidumbre de continuar con el litigio, las partes llegaron a la conclusión de que es en el mejor interés de las partes y de los Miembros de la Clase del Acuerdo resolver la Demanda en los términos que se resumen en este Aviso.

El Representante de la Clase y los Abogados de la Clase apoyan el Acuerdo y han llegado a la conclusión de que este Acuerdo es justo, adecuado y razonable, después de haber evaluado las defensas de Wyndham ante la responsabilidad potencial, el riesgo de rechazo de la certificación de la clase, los riesgos inherentes de un juicio sobre los méritos, y los retrasos e incertidumbres asociados con el litigio continuo.

Si usted aún está empleado por Wyndham, su decisión sobre si participar o no en el Acuerdo no afectará su empleo de ninguna manera. La ley de California y la política de Wyndham prohíben estrictamente cualquier tipo de represalias ilegales. Wyndham no tomará ninguna medida de empleo adversa o de otra manera tomará represalias o discriminará en contra de ningún Miembro de la Clase del Acuerdo debido a su decisión de participar o no participar en el Acuerdo.

¿Quiénes son los Abogados?

Abogados de la Demandante y los Miembros de la Clase del Acuerdo:	Abogados de 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	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

¿Cuáles son los términos del Acuerdo?

El 11 de octubre del 2023, la Corte certificó preliminarmente una clase – solamente para los propósitos del acuerdo – de todos los empleados actuales y anteriores no exentos de limpieza y servicios a los huéspedes de Wyndham en California que trabajaron en cualquier momento entre el 5 de febrero del 2016 y el 4 de febrero del 2023. Los Miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión del Acuerdo válida y oportuna de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y liberarán sus reclamos en contra de Wyndham, como se describe a continuación en la sección “Liberación.”

Sujeto a la aprobación final de la Corte, Wyndham pagará \$3,800,000.00 (la “Cantidad Máxima del Acuerdo”) para resolver completamente todos los reclamos en la Demanda, incluyendo los pagos a los Miembros de la Clase del Acuerdo, los honorarios y gastos de los Abogados de la Clase, los costos de la administración del acuerdo, el pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés) por su parte de las sanciones civiles de PAGA, y el pago de mejora de la Representante de la Clase. Wyndham financiará la Cantidad Máxima del Acuerdo a no más tardar 95 días después de la aprobación final del Acuerdo (suponiendo que no haya objeciones ni apelaciones).

Las siguientes deducciones de la Cantidad Máxima del Acuerdo serán solicitadas por la Demandante:

Costos de la Administración de Reclamos. La Corte ha aprobado a CPT Group, Inc. para que actúe como el “Administrador del Acuerdo,” quien le está enviando a usted este Aviso y realizará muchos otros deberes relacionados al Acuerdo. La Corte ha aprobado reservar hasta \$22,500.00 de la Cantidad Máxima del Acuerdo para pagar los costos de la administración de reclamos.

Honorarios y Gastos de Abogados de los Abogados de la Clase. Los Abogados de la Clase han estado procesando la Demanda en nombre de los Miembros de la Clase del Acuerdo basados en honorarios de contingencia (es decir, sin ser

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pagados ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos de litigio. La Corte determinará la cantidad real concedida a los Abogados de la Clase como honorarios de abogados, que será pagada de la Cantidad Máxima del Acuerdo. Los Miembros de la Clase del Acuerdo no son personalmente responsables de ningún honorario o gastos de los abogados de los Abogados de la Clase. Los Abogados de la Clase pedirán hasta un-tercio de la Cantidad Máxima del Acuerdo (que actualmente se estima a ser de \$1,266,666.67) como una compensación razonable por el trabajo que los Abogados de la Clase realizaron y que seguirán realizando en esta Demanda hasta que se finalice el Acuerdo. Los Abogados de la Clase también pedirán por el reembolso de hasta \$100,000.00 de los costos verificados incurridos por los Abogados de la Clase en relación con la Demanda.

Pago de Mejora de la Representante de la Clase. Los Abogados de la Clase le pedirán a la Corte que le adjudique hasta \$5,000.00 a la Demandante como el pago de mejora. Esto pretende compensar a la Demandante por su servicio y trabajo extra proporcionado en nombre de los Miembros de la Clase del Acuerdo.

El Pago de PAGA a la LWDA y a los Empleados Agravados de PAGA. Las partes han acordado asignar \$300,000.00 de la Cantidad Máxima del Acuerdo como sanciones civiles de PAGA. De conformidad con la sección 2699(i) del Código Laboral, el 75% de dichas sanciones (\$225,000.00) se pagará a la LWDA por su parte de las sanciones de PAGA, y el 25% restante (\$75,000.00) se pagará a las personas con derechos de PAGA (los “Empleados Agravados de PAGA”) como parte de la Cantidad Neta del Acuerdo.

Cálculo de los Pagos Individuales del Acuerdo de los Miembros de la Clase del Acuerdo. Después de deducir las cantidades anteriores aprobadas por la Corte descritas anteriormente, el balance de la Cantidad Máxima del Acuerdo formará la Cantidad Neta del Acuerdo, que se distribuirá a todos los Miembros de la Clase del Acuerdo, que no presentaron una Solicitud de Exclusión válida y oportuna (descrita a continuación) basado en la siguiente formula:

- (i) En primer lugar, el Administrador del Acuerdo distribuirá la parte del 25% de las sanciones civiles de PAGA (\$75,000.00) a los Empleados Agravados de PAGA proporcionalmente sobre la base del número de períodos de pago que cada uno trabajó para Wyndham en California entre el 5 de febrero del 2019 y el 4 de febrero del 2023 (el “Período de PAGA”). Este pago se denomina “Pago de PAGA” en su Aviso de la Adjudicación del Acuerdo.
- (ii) El resto de la Cantidad Neta del Acuerdo se distribuirá a los Miembros Participantes de la Clase del Acuerdo sobre la base de su número proporcional de semanas de trabajo trabajadas durante el Período de la Clase, multiplicando la Cantidad Neta del Acuerdo restante por una fracción, el numerador del cual es el total de semanas de trabajo del Miembro de la Clase del Acuerdo trabajadas durante el Período de la Clase, y el denominador del cual es el número total de semanas de trabajo trabajadas por todos los Miembros Participantes de la Clase del Acuerdo durante el Período de la Clase. Este pago se denomina “Pago Individual Estimado del Acuerdo” en su Aviso de la Adjudicación del Acuerdo.

Pagos Individuales del Acuerdo a los Miembros de la Clase del Acuerdo. Si la Corte concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de la Clase del Acuerdo que no presentaron una Solicitud de Exclusión válida y oportuna. Cada Miembro Participante de la Clase del Acuerdo que reciba un Pago Individual del Acuerdo debe cobrar ese cheque dentro de los 180 días a partir de la fecha en que el Administrador del Acuerdo lo envíe por correo. El Administrador del Acuerdo distribuirá los fondos que resulten de los cheques no cobrados dentro del plazo de 180 días para el cobro de cheques al Contralor del Estado de California para que los deposite en el Fondo de Propiedad No Reclamada de California, a nombre de los Miembros de la Clase del Acuerdo cuyos cheques no fueron cobrados.

Asignación e Impuestos. Cada Pago Individual del Acuerdo se asignará como 80% de sanciones e intereses y 20% de salarios. El Administrador del Acuerdo será responsable de emitir a los Miembros de la Clase del Acuerdo participantes una Forma 1099 del IRS (para las cantidades pagadas como sanciones e intereses) y una Forma W2 del IRS (para las cantidades pagadas como salarios). Los pagos realizados a los Empleados Agravados de PAGA se atribuirán 100% a sanciones y se pagarán a través de una Forma 1099 del IRS. El Administrador del Acuerdo será responsable de calcular y retener todos los impuestos de empleo de la parte de los empleados y otras retenciones legalmente requeridas de cada Pago Individual del Acuerdo. Los Miembros de la Clase del Acuerdo serán responsables de pagar los impuestos correspondientes sobre el Pago Individual del Acuerdo que cada uno reciba. Los Miembros de la Clase del Acuerdo serán responsables de pagar los impuestos correspondientes sobre el Pago Individual del Acuerdo que cada uno reciba. El Administrador del Acuerdo, Wyndham y sus abogados, y la Demandante y los Abogados de la Clase no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros de la Clase del Acuerdo deben consultar con sus asesores fiscales acerca de las consecuencias fiscales y el tratamiento de los pagos recibidos conforme al Acuerdo.

Liberación. Si la Corte aprueba el Acuerdo, cada Miembro de la Clase del Acuerdo que no haya presentado una Solicitud de Exclusión oportuna y válida liberará y eximirá completamente de responsabilidad a Wyndham, sus pasados y presentes

funcionarios, directores, accionistas, gerentes, miembros, empleados, agentes, principales, cónyuges, herederos, representantes, contadores, aseguradores, auditores, consultores, y los sucesores, cesionarios y predecesores en interés, subsidiarias, filiales, matrices y abogados de Wyndham (colectivamente “Partes Liberadas”) de todos los reclamos (con la excepción de los Reclamos Liberados de PAGA definidos a continuación), demandas, derechos, responsabilidades y causas de acción que surjan de o estén relacionadas con la Queja operativa en la Demanda bajo cualquier ley estatal o local u orden administrativa que se alegaron en la Demanda en contra de Wyndham o que podrían haberse alegado en contra de Wyndham en la Queja operativa en la Demanda sobre la base de las alegaciones de hecho en la misma que surgieron durante el Período de la Clase, incluyendo el no pagar todos los salarios de las horas extras, el no pagar el salario mínimo por todas las horas trabajadas, el no pagar todos los permisos por enfermedad pagados, el no proporcionar todos los periodos de comida, el no autorizar y permitir todos los periodos de descanso, el no proporcionar las declaraciones salariales precisas y detalladas, el no pagar los salarios después de la terminación, y cualquier otro reclamo que se alegó en la Demanda o que surja de o se relacione con tales hechos (colectivamente, los “Reclamos Liberados”). El período de tiempo cubierto por esta liberación es el Período de la Clase.

Los Empleados Agraviados de PAGA, sin importar si optan por no participar en el Acuerdo, liberarán y exonerarán a Wyndham y a las Partes Liberadas de todos los reclamos de PAGA que se basan en las violaciones del Código Laboral declaradas en la Queja operativa en la Demanda en contra de Wyndham o en la carta de la Demandante a la LWDA fechada en o antes del 1 de febrero del 2023 o que podrían haber sido declaradas en la Queja operativa en la Demanda en contra de Wyndham sobre la base de las alegaciones de hecho de la misma que surgieron durante el Período de PAGA (colectivamente los “Reclamos Liberados de PAGA”). El período de tiempo cubierto por esta liberación es el Período de PAGA.

Condiciones del Acuerdo. El Acuerdo, junto con las liberaciones asociadas descritas anteriormente, están condicionados a que ocurran todos los siguientes eventos: (i) que el Acuerdo haya sido ejecutado por todas las partes y sus respectivos abogados; (ii) que la Corte haya concedido la aprobación preliminar al Acuerdo; (iii) que el Aviso haya sido entregado a los Miembros de la Clase del Acuerdo, proporcionándoles la oportunidad de disputar la información contenida en el Aviso de la Adjudicación del Acuerdo, de optar por no participar en el Acuerdo, o de objetar al Acuerdo; (iv) la Corte haya celebrado una audiencia de aprobación final y haya dictado una orden y sentencia final que certifique la Clase del Acuerdo y apruebe este Acuerdo; (v) el último de los siguientes eventos: sesenta y cinco (65) días naturales después de la entrada de la orden final de la Corte aprobando el Acuerdo; o si se ha presentado cualquier apelación, escrito u otro procedimiento de apelación que se oponga a este Acuerdo dentro de los sesenta y cinco (65) días naturales después de la presentación de la orden final de la Corte aprobando el Acuerdo, entonces cuando cualquier apelación, escrito u otro procedimiento de apelación que se oponga al Acuerdo se haya resuelto de manera definitiva y concluyente sin derecho a presentar otros recursos o desagravios; y (vi) Wyndham deposite la totalidad de la Cantidad Máxima del Acuerdo con el Administrador del Acuerdo.

¿Cómo puedo reclamar dinero del Acuerdo?

Hacer Nada. Si usted no hace nada, usted tendrá derecho a su Pago Individual del Acuerdo, que ha sido calculado sobre la base de la formula establecida anteriormente, como se indica en el Aviso de la Adjudicación del Acuerdo adjunto. Usted también estará obligado por el Acuerdo, incluyendo la liberación de reclamos establecidos anteriormente.

¿Qué otras opciones tengo?

Disputar la Información en el Aviso de la Adjudicación del Acuerdo. Su Pago Individual del Acuerdo estimado se basa en el número proporcional de semanas de trabajo / periodos de pago que usted trabajó durante el Período de la Clase y el Período de PAGA. La información contenida en los registros de Wyndham con respecto a esta información, junto con su Pago Individual del Acuerdo estimado, se indican en el Aviso de Adjudicación del Acuerdo adjunto. Si no está de acuerdo con la información en su Aviso de Adjudicación del Acuerdo, usted puede presentar una disputa, junto con cualquier documentación de apoyo, de conformidad con los procedimientos establecidos en el Aviso de Adjudicación del Acuerdo. Cualquier disputa, junto con la documentación de apoyo, debe tener el sello postal a no más tardar el 27 de febrero del 2024. **NO ENVÍE LOS ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las partes y el Administrador del Acuerdo evaluarán toda la información y las pruebas presentadas por usted y discutirán de buena fe cómo resolver las disputas presentadas por usted. En caso de que no se llegue a un consenso, las controversias pendientes se presentarán a la Corte para su resolución final.

Excluirse del Acuerdo. Si **no** desea participar en el Acuerdo, usted debe excluirse enviando al Administrador del Acuerdo una carta o tarjeta escrita de “Solicitud de Exclusión” con el sello postal a no más tardar el 27 de febrero del 2024, con su nombre, dirección, número de teléfono, últimos cuatro dígitos de su número de seguro social, y su firma. La Solicitud de Exclusión debe declarar:

“DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN LA DEMANDA DE *RAMIREZ v. WYNDHAM VACATION OWNERSHIP INC.* PRESENTADA EN LA CORTE SUPERIOR DEL CONDADO DE SANTA BARBARA, CASO NO. 20CV01715. ENTIENDO QUE SI SOLICITO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO DEL ACUERDO DE ESTA DEMANDA.”

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo a *Ramirez v. Wyndham Vacation Ownership, Inc.*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606. Cualquier persona que presente una Solicitud de Exclusión válida y oportuna del Acuerdo oportunamente, una vez recibida por el Administrador del Acuerdo, dejará de ser un Miembro de la Clase del Acuerdo, no podrá participar en la porción de la clase del Acuerdo, y no recibirá ningún beneficio del Acuerdo (excepto por cualquier pago de las sanciones civiles de PAGA, si es aplicable). **No presente una Disputa y una Solicitud de Exclusión al mismo tiempo.** Si lo hace, la Solicitud de Exclusión no será válida, usted estará incluido en la Clase del Acuerdo, y usted estará obligado por los términos del Acuerdo.

Los Empleados Agraviados de PAGA no pueden optar por la liberación de los reclamos de PAGA y, por lo tanto, recibirán el pago de su parte de las sanciones civiles de PAGA incluso si solicitan la exclusión del Acuerdo y no reciben una porción de la clase de su Pago Individual del Acuerdo.

Objetando al Acuerdo. Usted también tiene derecho a objetar los términos del Acuerdo. Sin embargo, si la Corte rechaza su objeción, usted aún estará obligado por los términos del Acuerdo. Si usted desea objetar al Acuerdo, o a cualquier porción del mismo, usted puede enviar por correo una objeción escrita al Administrador del Acuerdo. Su objeción por escrito debe incluir su nombre, dirección, los últimos cuatro dígitos de su número de seguro social, su firma, así como la información de contacto de cualquier abogado que lo represente con respecto a su objeción, el nombre y número del caso de la Demanda (que es *Ramirez v. Wyndham Vacation Ownership, Inc.*, Caso No. 20CV01715 de la Corte Superior del Condado de Santa Barbara), cada razón específica en apoyo de su objeción, y cualquier apoyo legal o de hecho para cada objeción junto con cualquier evidencia en apoyo de su objeción. Las objeciones escritas deben tener el sello postal en o antes del 27 de febrero del 2024.

Usted también puede comparecer en la Audiencia de Aprobación Final actualmente programada para el 12 de marzo del 2024 a las 8:30 a.m., en el Departamento 2 de la Corte Superior del Condado de Santa Barbara, ubicada en 312 East Cook Street, Building E, Santa Maria, California 93454. La ubicación, fecha y hora de la Audiencia de Aprobación Final pueden cambiar sin previo aviso. Usted puede comunicarse con los Abogados de la Clase utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia si usted desea comparecer en persona. Usted tiene derecho a comparecer en persona o a través de su propio abogado en esta audiencia, tanto si presenta una objeción escrita o no. Si usted objeta al Acuerdo, seguirá siendo miembro de la Clase del Acuerdo, y si la Corte aprueba el Acuerdo, usted estará obligado por los términos del Acuerdo de la misma manera que los Miembros de la Clase del Acuerdo que no objetan.

¿Cuál es el siguiente paso?

La Corte llevará a cabo una Audiencia de Aprobación Final sobre la adecuación, razonabilidad, y equidad del Acuerdo el 12 de marzo del 2024 a las 8:30 a.m., en el Departamento 2 de la Corte Superior del Condado de Santa Barbara, ubicada en 312 East Cook Street, Building E, Santa Maria, California 93454. La ubicación, fecha y hora de la Audiencia de Aprobación Final puede cambiar sin previo aviso. Usted puede comunicarse con los Abogados de la Clase utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia. También se le pedirá a la Corte que decida sobre la solicitud de los Abogados de la Clase de honorarios de abogados y el reembolso de los costos y gastos documentados, el pago de mejora a la Representante de la Clase, los costos del Administrador del Acuerdo y la cantidad relacionada con las sanciones civiles de PAGA. **Usted no está obligado a asistir a la Audiencia de Aprobación Final.**

¿Cómo puedo obtener más información?

Este Aviso es solo un resumen de la Demanda y del Acuerdo. Para más información, usted puede ver el expediente en línea para este caso utilizando la búsqueda en línea en <https://portal.sbdcourts.org/CASBPORTAL/Home/Dashboard/29> e introduciendo el número de caso (20CV01715). Usted también puede contactar a los Abogados de la Clase utilizando la información de contacto que se indica anteriormente para obtener más información.

POR FAVOR NO LLAME O ESCRIBA A LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DEL ACUERDO

RECORDATORIO DE LOS PLAZOS

La fecha de plazo para presentar cualquiera de las Disputas, Solicitudes de Exclusión, u Objeciones al Administrador del Acuerdo es el **27 DE FEBRERO DEL 2024.**

¿Tiene alguna pregunta? Comuníquese con la Administradora de la Conciliación al número gratuito 1-888-433-0543

NOTICE OF SETTLEMENT AWARD

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

Please complete, sign, date and return this form to *Ramirez v. Wyndham Vacation Ownership, Inc.*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606, **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 «TotalWorkweeks_CPT» workweeks for Wyndham as a non-exempt housekeeping and/or guest services employee in California between February 5, 2016, and February 4, 2023;
- (b) There were 219,877.62 total workweeks worked by non-exempt housekeeping and/or guest services employees in California between February 5, 2016, and February 4, 2023;
- (c) You worked «TotalPayPeriods_CPT» pay periods for Wyndham as a non-exempt housekeeping and/or guest services employee in California between February 5, 2019, and February 4, 2023; and
- (d) There were 58,962.36 total pay periods worked by non-exempt housekeeping and/or guest services employees in California between February 5, 2019, and February 4, 2023.

Based on the above, your Individual Settlement Payment is estimated to be «EstSettAmnt» and your PAGA Payment is estimated to be «EstPAGAAmnt».

(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 FEBRUARY 27, 2024.

Signature: _____

Date: _____

AVISO DE LA ADJUDICACIÓN DEL ACUERDO

RAMIREZ v. WYNDHAM VACATION OWNERSHIP, INC.
CORTE SUPERIOR DEL CONDADO DE SANTA BARBARA, CASO NO. 20CV01715

Por favor complete, firme, feche y devuelva esta Forma a *Ramirez v. Wyndham Vacation Ownership, Inc.*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, California 92606 **SÓLO SI** (1) su información de contacto personal ha cambiado y/o (2) usted desea disputar cualquiera de los datos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada archivada con el Administrador del Acuerdo.

(I) Por favor imprima o escriba su nombre:

(Primer nombre, Segundo nombre, Apellido)

(II) Por favor imprima o escriba la siguiente información de identificación si su información de contacto ha cambiado:

Nombres anteriores (si los hay)

Nueva Dirección Postal

Ciudad

Estado

Código Postal

(III) Información Utilizada para Calcular Su Pago Individual del Acuerdo Estimado:

Según los registros de Wyndham:

- (a) Usted trabajó «TotalWorkweeks_CPT» semanas de trabajo para Wyndham como un empleado no exento de limpieza y/o servicios a los huéspedes en California entre el 5 de febrero del 2016 y el 4 de febrero del 2023;
- (b) Hubo 219,877.62 semanas de trabajo totales trabajadas por los empleados no exentos de limpieza y/o servicios a huéspedes en California entre el 5 de febrero del 2016 y el 4 de febrero del 2023;
- (c) Usted trabajó «TotalPayPeriods_CPT» períodos de pago para Wyndham como un empleado no exento de limpieza y/o servicios a los huéspedes en California entre el 5 de febrero del 2019 y el 4 de febrero del 2023; y
- (d) Hubo 58,962.36 períodos de pago totales trabajadas por los empleados no exentos de limpieza y/o servicios a huéspedes en California entre el 5 de febrero del 2019 y el 4 de febrero del 2023.

Según lo anterior, su Pago Individual del Acuerdo se estima ser de «EstSettAmnt» y su Pago de PAGA se estima ser de «EstPAGAAmnt».

(IV) Si usted no está de acuerdo con los datos (a) - (d) en la Sección (III) arriba, por favor explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier prueba o documentación de apoyo con esta forma:

Si usted disputa la información anterior de los registros de Wyndham, esos registros regirán a menos de que usted pueda proveer documentación que establezca que los registros de Wyndham están equivocados. Si hay una disputa sobre si la información de Wyndham o la suya es correcta, y la disputa no puede ser resuelta de manera informal, las partes y el Administrador del Acuerdo resolverá la disputa como se describe en el Aviso de la Clase que acompaña esta Forma. Cualquier disputa no resuelta se presentará a la Corte para una decisión final.

CUALQUIER DISPUTA, JUNTO CON CUALQUIER DOCUMENTACIÓN DE APOYO, DEBE TENER EL SELLO POSTAL A NO MÁS TARDAR EL 27 DE FEBRERO DEL 2024.

Firma: _____

Fecha: _____

EXHIBIT B

CASE NAME: RAMIREZ V. WYNDHAM

Date: May 23, 2023

Requesting Attorney: Andrew J. Rowbotham

Plaintiff or Defense: Plaintiff

Firm Name: Haines Law Group, APC

Telephone: (424) 292-2354

Email: arowbotham@haineslawgroup.com

All-In Settlement

Class Size: 2,800

Opt-Out Rate: 1.5%

No. of Checks Issued: 2,758

Postage Total: \$3,343.08

Grand Total: \$32,779.98

DISCOUNTED FLAT FEE: \$22,500.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. The Notice Packet will be Translated into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Spanish Translation	\$1,200.00	1	\$1,200.00
TOTAL			\$2,915.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form in English & Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$250.00	1	\$250.00
XML Lex ID Skip Trace	\$0.75	280	\$210.00
Print & Mail Notice Packets	\$1.50	2,800	\$4,200.00
First-Class Postage (up to 2 oz.)*	\$0.57	2,800	\$1,596.00
TOTAL			\$6,446.00

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 5% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 70% of the Undeliverable Notice Packets are Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	3	\$180.00
Update Undeliverable Mail Database	\$0.50	140	\$70.00
Skip Trace for Best Address	\$1.00	125	\$125.00
Print & Remail Notice Packets	\$1.50	98	\$147.00
First-Class Postage (up to 2 oz.)	\$0.57	98	\$55.86
TOTAL			\$577.86

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by

Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	42	\$84.00
Print & Mail Deficiency/Dispute Notices	\$1.50	3	\$4.50
First-Class Postage (up to 1 oz.)	\$0.60	3	\$1.80
Review & Process Deficiency Responses	\$10.00	2	\$20.00
TOTAL			\$415.30

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business

Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	560	\$1,680.00
		TOTAL	\$1,980.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	2,758	\$275.80
		TOTAL	\$710.80

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cash and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	6	\$900.00
Project Manager: Correspondence w/Parties	\$95.00	3	\$285.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	2,758	\$6,895.00
First-Class Postage (up to 1 oz.)*	\$0.52	2,758	\$1,434.16
		TOTAL	\$11,014.16

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	221	\$110.50
Skip Trace for Best Address	\$0.75	221	\$165.75
Remail Undeliverable Checks	\$2.50	201	\$502.50
First-Class Postage (up to 1 oz.)	\$0.60	201	\$120.60
Re-Issue Checks as Required	\$5.00	138	\$690.00
First-Class Postage (up to 1 oz.)	\$0.60	138	\$82.80
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
		TOTAL	\$6,212.15

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	579	\$86.85
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	58	\$290.00
First-Class Postage (up to 1 oz.)	\$0.60	58	\$34.80
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
		TOTAL	\$2,508.71

	GRAND TOTAL	\$32,779.98
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TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work products resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.

4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.