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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

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

Plaintiffs,

v.

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

Defendants.

Case No. 20CV01715

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

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

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

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

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiff Olivia Rose Ramirez’s Motion for Final Approval of Class Action Settlement,
3 Attorneys’ Fees and Costs, and Class Representative Enhancement Payment came on regularly
4 for hearing before this Court on March 12, 2024, at 8:30 a.m., pursuant to California Rule of
5 Court 3.769 and this Court’s October 11, 2023, Order Granting Preliminary Approval of Class
6 Action Settlement (“Preliminary Approval Order”). Having considered the Settlement Agreement
7 (“Settlement Agreement” or “Settlement”) attached as Exhibit 1 to the Declaration of Fletcher W.
8 Schmidt filed with this Court on September 15, 2023, Plaintiff’s Motion for Final Approval of
9 Class Action Settlement, and all other documents and evidence presented in support thereof, and
10 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
11 prosecution, and the benefits to be received by the Settlement Class Members pursuant to the
12 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable,
13 and adequate, and is the product of good faith, arms’-length negotiations between the parties.
14 Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Motion for Final Approval
15 of Class Action Settlement and HEREBY ORDERS THE FOLLOWING:

16 1. Final judgment is hereby entered in conformity with the Settlement and this
17 Court’s Preliminary Approval Order.

18 2. The conditional class certification contained in the Preliminary Approval Order is
19 hereby made final, and the Court thus certifies, for purposes of the Settlement, the Settlement
20 Class defined as:

21 All current and former non-exempt housekeeping and guest services
22 employees of Defendant Wyndham Vacation Ownership, Inc.
23 (“Defendant”) in California who worked at any time between February 5,
24 2016, and February 4, 2023 (the “Class Period”).

25 3. Plaintiff Olivia Rose Ramirez is hereby confirmed as the Class Representative and
26 Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC are
27 hereby confirmed as Class Counsel.
28

1 4. Notice was provided to the Settlement Class Members as set forth in the Settlement
2 Agreement, which was approved by the Court on October 11, 2023, and the notice process has
3 been completed in conformity with the Court's Orders. The Court finds that said notice
4 constituted reasonable notice under the circumstances, and constituted valid, due, and sufficient
5 notice to all Settlement Class Members. The Class Notice provided due and adequate notice of
6 the proceedings and matters set forth therein, informed Settlement Class Members of their rights,
7 and fully satisfied the requirements of California Code of Civil Procedure § 382, California Rules
8 of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable
9 law.

10 5. The Court finds that no Settlement Class Member objected to the Settlement and
11 one individual (Abdellatif Boubegra) elected to exclude himself from the Settlement. The Court
12 determines that the 99.97% participation rate supports final approval.

13 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
14 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
15 according to its terms.

16 7. For purposes of settlement only, the Court finds that: (a) the Settlement Class
17 Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there
18 are questions of law or fact common to the Settlement Class Members, and there is a well-defined
19 community of interest among Settlement Class Members with respect to the subject matter of the
20 litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement
21 Class Members; (d) the Class Representative has fairly and adequately protected the interests of
22 the Settlement Class Members; (e) a class action is superior to other available methods for an
23 efficient adjudication of this controversy; and (f) Class Counsel is qualified to serve as counsel
24 for the Class Representative and the Settlement Class Members.

25 8. As of the date that this Judgment becomes final, all Settlement Class Members
26 (except Abdellatif Boubegra who opted-out of the Settlement) release and discharge Defendant,
27 its past and present officers, directors, shareholders, managers, members, employees, agents,
28 principals, spouses, heirs, representatives, accountants, insurers, auditors, consultants, and

1 Defendant's successors, assigns and predecessors in interest, subsidiaries, affiliates, parents and
2 attorneys (collectively "Defendant's Releasees") from all claims (with the exception of the PAGA
3 Released Claims defined below), demands, rights, liabilities and causes of action arising from or
4 related to the operative Complaint in the Lawsuit under any state or local law or administrative
5 order that were pled in the class and representative action lawsuit titled, *Ramirez v. Wyndham*
6 *Vacation Ownership, Inc.*, Santa Barbara County Superior Court Case No. 20CV01715 ("the
7 Lawsuit") against Defendant or which could have been pled against Defendant in the operative
8 Complaint in the Lawsuit based on the factual allegations therein that arose during the Class
9 Period, including the failure to pay all overtime wages, the failure to pay minimum wages for all
10 hours worked, the failure to pay all paid sick leave, the failure to provide all meal periods, the
11 failure to authorize and permit all rest periods, the failure to furnish accurate, itemized wage
12 statements, the failure to pay wages upon termination, and any other claims that were alleged in
13 the Lawsuit or which arise out of or relate to such facts (collectively, the "Released Claims"). The
14 time period covered by this release is the Class Period.

15 9. As of the date that this Judgment becomes final, PAGA Aggrieved Employees,
16 defined as all current and former non-exempt housekeeping and guest services employees of
17 Defendant in California who worked at any time between February 5, 2019, and February 4, 2023
18 (the "PAGA Period"), regardless of whether they opt-out of the Settlement, will release and
19 discharge Defendant and Defendant's Releasees from all Private Attorneys General Act
20 ("PAGA") claims that are based on the Labor Code violations pled in the operative Complaint in
21 the Lawsuit against Defendant or Plaintiff's letter to the Labor & Workforce Development
22 Agency ("LWDA") dated on or about February 1, 2023, or which could have been pled in the
23 operative Complaint in the Lawsuit against Defendant based on the factual allegations therein that
24 arose during the PAGA Period (collectively the "PAGA Released Claims"). The time period
25 covered by this release is the PAGA Period

26 10. The Court finds that given the absence of objections, and objections being a
27 prerequisite to appeal, this Order shall be considered final as of the Effective Date, as that term is
28 defined in the Settlement Agreement.

1 11. The Court orders Defendant to deposit the entire Maximum Settlement Amount of
2 \$3,800,000.00 with CPT Group, Inc. (the “Settlement Administrator”) within 95 calendar days of
3 the date of this Order, assuming no objections or appeals.

4 12. The Court finds that the payment to the LWDA in the amount of \$225,000.00 for
5 its 75% share of the civil penalties allocated under the PAGA is fair, reasonable, and adequate,
6 and orders the Settlement Administrator to distribute this payment in conformity with the terms
7 of the Settlement.

8 13. The Court finds that the Class Representative Enhancement Payment in the
9 amount of \$5,000.00 is appropriate in recognition of the risks Plaintiff undertook; for the amount
10 of time and effort spent by Plaintiff as the Class Representative; and the service Plaintiff provided
11 to the Settlement Class Members. The Court finds that this amount is fair, reasonable, and
12 adequate, and orders that the Settlement Administrator make this payment in conformity with the
13 terms of the Settlement.

14 14. The Court finds that attorneys’ fees in the total amount of \$1,266,666.67 and
15 litigation costs of \$77,420.63 for Class Counsel are fair, reasonable, and adequate. The Court
16 orders the Settlement Administrator to distribute these payments to Class Counsel in conformity
17 with the terms of the Settlement.

18 15. The Court orders that the Settlement Administrator shall be paid \$22,500.00 from
19 the Maximum Settlement Amount for all of its work done and to be done until the completion of
20 this matter and finds that sum appropriate.

21 16. The Court finds that the Individual Settlement Payments, as provided for in the
22 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
23 distribute these payments in conformity with the terms of the Settlement.

24 17. Any funds from Individual Settlement Payments checks remaining uncashed after
25 the 180-day check-cashing deadline will be distributed to the California State Controller’s Office
26 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
27 name of the Settlement Class Member to whom the check was issued, until such time that they
28 claim their property.

1 18. This document shall constitute a final judgment pursuant to California Rule of
2 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a
4 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,
6 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
7 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
8 Code of Civil Procedure § 664.6.

9 19. Pursuant to California Rule of Court, Rule 3.771(b) and the Parties’ Settlement
10 Agreement, the Settlement Administrator is Ordered to post notice of this Final Judgment and
11 Order on its website for the Settlement Class Members and PAGA Aggrieved Employees.

12 20. Plaintiff will submit to the Court a final report in the form of a declaration from
13 the Settlement Administrator on or before January 28, 2026, setting forth the total amount that
14 was paid to Settlement Class Members, the number and amount of any uncashed checks,
15 confirming that distribution efforts are fully completed, including the distribution of uncashed
16 class member checks to the California State Controller’s Office, and that the Settlement
17 Administrator’s work is complete. The Court will hold a final accounting hearing on February 3,
18 2026 at 8:30 a.m., to review the report and determine if any further reports or hearings are
19 necessary.

20 **IT IS SO ORDERED.**

21 Dated: _____, 2024

Honorable James F. Rigali
Judge of the Superior Court