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[Additional Parties and Their Counsel on the Next Page]

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
08/26/2025
Darrel E. Parker, Executive Officer
BY Delabra, Blanca
Deputy Clerk

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

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

Plaintiffs,

v.

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

Defendants.

Case No. 20CV01715

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

**AMENDED JOINT STIPULATION
TO MAIL CLASS NOTICE TO
ADDITIONAL SETTLEMENT
CLASS MEMBERS**

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

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Attorneys for Defendant

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff Olivia Rose Ramirez (“Plaintiff”) and Defendant Wyndham Vacation
3 Ownership, Inc. (“Defendant”) (collectively, the “Parties”), by and through their respective
4 counsel of record, respectfully submit the following Amended Joint Stipulation to Mail Class
5 Notice to Additional Settlement Class Members:

6 WHEREAS, on March 12, 2024, the Court granted final approval of the Class Action
7 Settlement resolving the wage and hour claims of 3,250 Settlement Class Members (defined as
8 all current and former non-exempt housekeeping and guest services employees of Wyndham
9 Vacation Ownership, Inc. in California who worked at any time between February 5, 2016, and
10 February 4, 2023);

11 WHEREAS, pursuant to the terms of the Settlement Agreement, Defendant paid
12 \$3,800,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the lawsuit.
13 This amount included payments to Settlement Class Members, Class Counsel’s attorneys’ fees
14 (\$1,266,666.67) and litigation expenses (\$77,420.63), settlement administration costs
15 (\$22,500.00), a payment to the California Labor and Workforce Development Agency (“LWDA”)
16 for its 75% share of civil penalties under the Private Attorneys General Act (“PAGA”)
17 (\$225,000.00), and an enhancement payment to the Class Representative (\$5,000.00);

18 WHEREAS, Defendant funded the Maximum Settlement Amount on June 13, 2024, and
19 checks were mailed to Settlement Class Members on July 2, 2024;

20 WHEREAS, it was subsequently discovered that certain *non-exempt housekeeping and*
21 *guest services supervisor* employees who fall within the class definition were inadvertently
22 excluded from the original Settlement Class and therefore did not receive compensation under the
23 Settlement;

24 WHEREAS, from March 2025 through April 2025, the Parties met and conferred and
25 determined at the time that this issue affected 231 individuals who collectively worked 31,377
26 workweeks during the Class Period;

27 WHEREAS, based on the aforementioned estimations as of March/April 2025, and
28 pursuant to Paragraph 5E of the Settlement Agreement, Defendant agreed at the time to increase

the Maximum Settlement Amount by \$593,180.00, reflecting the proportional increase in total workweeks attributable to the newly identified Settlement Class Members;

WHEREAS, on or about April 25, 2025, the Parties submitted a Joint Stipulation to Mail Class Notice to Additional Settlement Class Members;

WHEREAS, after the Court granted the Parties' Joint Stipulation to Mail Class Notice to Additional Settlement Class Members on April 29, 2025, Defendant discovered that the list of 231 individuals (with an associated 31,377 workweeks) was overinclusive – specifically that it inadvertently included: (1) 71 individuals who already had been included in the original Settlement Class and had received all compensation to which they are entitled under the Settlement; (2) one individual who held a non-exempt housekeeping or guest services supervisor job title only *after* the Class Period; and (3) 10 individuals whose Class Period workweeks had been overcounted;

WHEREAS, the Parties have met and conferred and determined that the correct number of additional Settlement Class Members is 159 (not 231) individuals who collectively worked 12,866 workweeks during the Class Period;

WHEREAS, based on the updated list of 159 additional Settlement Class Members, and pursuant to Paragraph 5E of the Settlement Agreement, Defendant has agreed to increase the Maximum Settlement Amount by \$241,300.00, reflecting the proportional increase in total workweeks attributable to the 159 identified Settlement Class Members;

WHEREAS, from this \$241,300.00 increase, Plaintiff will request that the Court approve the following: (1) payment of \$6,500.00 to CPT Group, Inc. for additional administration costs of mailing notices and individual settlement payments; (2) payment of \$80,433.33 to Class Counsel representing one-third of the additional settlement funds; (3) reimbursement of up to \$200.00 to Class Counsel for additional litigation expenses incurred in connection with this supplemental notice; (4) \$14,278.93 to the LWDA for its proportional 75% share of PAGA penalties; and (5) \$4,759.64 to the Aggrieved Employees for their proportional 25% share of PAGA penalties.

1 WHEREAS, the Parties have agreed upon an additional Class Notice to be mailed to these
2 159 Settlement Class Members, which informs them of the Settlement, the proposed deductions
3 set forth above, their estimated individual settlement payment, and their right to opt out of the
4 Settlement or challenge their workweek calculations within 60 days of the mailing;

5 WHEREAS, the Parties propose that the Court approve the mailing of the additional Class
6 Notice, after which the Parties will report any requests for exclusion received during the 60-day
7 opt-out period before submitting a request for an Amended Judgement and Order directing
8 distribution of the additional settlement funds pursuant to the terms of the Settlement Agreement;

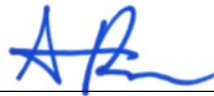
9 NOW, THEREFORE, the Parties respectfully stipulate and jointly request that the Court
10 approve the Notice attached hereto as Exhibit 1, and set a Non-Appearance Case Review re: Status
11 of Settlement Response for December 9, 2025, at 8:30 a.m., or as soon thereafter as the Court is
12 available.

13 **IT IS SO STIPULATED.**

14 Dated: August 21, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

16 By:



Andrew J. Rowbotham
Attorneys for Plaintiff

18 Dated: August 21, 2025

JACKSON LEWIS P.C.

20 By:



Kathy A. Le
Attorneys for Defendant

~~PROPOSED~~ ORDER

The Court, having reviewed the Amended Joint Stipulation to Mail Class Notice to Additional Settlement Class Members filed by Plaintiff Olivia Rose Ramirez (“Plaintiff”) and Defendant Wyndham Vacation Ownership, Inc. (“Defendant”) (collectively, the “Parties”), and good cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Parties are authorized to mail the additional Class Notice, substantially in the form attached to the Joint Stipulation as Exhibit 1, to the 159 non-exempt housekeeping and guest services supervisor employees identified by the Parties as having been inadvertently excluded from the original Settlement Class.
2. The Court approves the content of the additional Class Notice, including the disclosures regarding the additional settlement fund, proposed allocations, opt-out rights, and related deadlines.
3. The individuals receiving the additional Class Notice shall have 60 calendar days from the date of mailing to submit a request for exclusion from the Settlement or challenge their workweek calculations, consistent with the terms set forth in the Notice.
4. The Parties shall file a joint report with the Court identifying any requests for exclusion received during the opt-out period before submitting an Amended Judgement and Order directing distribution of the additional settlement funds pursuant to the terms of the Settlement Agreement.
5. A ~~Non Appearance~~ Case Review re: Status of Settlement Response is set for:

☒ December 9, 2025, at 8:30 a.m.

☐ _____, 2025 at _____ a.m./p.m.

IT IS SO ORDERED.

Dated: 08/25/2025

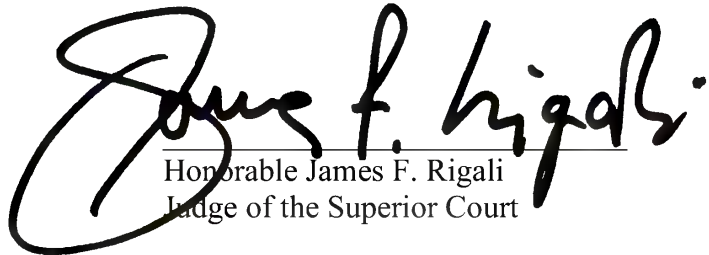

Honorable James F. Rigali
Judge of the Superior Court

EXHIBIT 1

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 supervisor 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**

This Settlement was finally approved by the Court on March 12, 2024. After the funds were disbursed, it was determined that you may also be entitled to compensation from the Settlement. According to Wyndham's records, you were employed by Wyndham in California as a non-exempt housekeeping or guest services supervisor at some point between February 5, 2016, and February 4, 2023 (the "Class Period"). The Court has ordered that this Notice of Class Action Settlement ("Notice") be sent to you because you may be eligible to receive a payment under the Settlement and because the Settlement may affect your legal rights.

The purpose of this Notice is to provide you with a summary of the class and representative action lawsuit referenced above (the "Lawsuit"), to inform you of the Settlement terms, to describe your rights in connection with the Settlement, and to explain the steps you may take to participate in or exclude yourself from the Settlement.

If you do not exclude yourself from the Settlement, you will be bound by its terms and by any final judgment entered by the Court. You will also receive a payment representing your share of the Settlement funds. Notice of the final judgment will be posted online at <<ADMIN WEBSITE URL>>.

What is this case about?

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

Please note that the class definition includes all non-exempt housekeeping and guest services employees, including non-exempt housekeeping and guest services supervisors. It was recently determined that certain non-exempt housekeeping and guest services supervisor employees were inadvertently excluded from the original disbursement and did not receive their share of the Settlement. Wyndham has agreed to pay an additional \$241,300.00 to ensure that all Settlement Class Members receive their appropriate share of the Settlement.

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

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

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

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

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

Who are the Attorneys?

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

What are the terms of the Settlement?

On 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.

On March 12, 2024, after receiving final approval from the Court, Wyndham paid \$3,800,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the lawsuit. This amount covered payments to Settlement Class

Members, Class Counsel's attorneys' fees (\$1,266,666.67) and litigation expenses (\$77,420.63), settlement administration costs (\$22,500.00), the California Labor and Workforce Development Agency's share of PAGA civil penalties (\$225,000.00), and the Class Representative's enhancement payment (\$5,000.00). Wyndham funded the Maximum Settlement Amount on June 13, 2024, and checks were mailed on July 2, 2024.

Now that you have been identified as an additional Settlement Class Member, Wyndham will be funding an additional \$241,300.00 as an exact proportional increase to the original Maximum Settlement Amount.

Plaintiff will request the Court approve the following deductions from this additional payment:

Settlement Administration Costs. The Court 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 \$6,500.00 from the Maximum Settlement Amount to pay the additional 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 additional Maximum Settlement Amount (which is currently estimated to be \$80,433.33) 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 \$200.00 for additional verified costs which were incurred by Class Counsel in connection with the Lawsuit.

PAGA Payment to the LWDA and PAGA Aggrieved Employees. The parties have agreed to allocate \$19,038.57 of the additional Maximum Settlement Amount as PAGA civil penalties. Per Labor Code section 2699(i), 75% of such penalties (\$14,278.93) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$4,759.64) 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 additional Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all additional 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 (\$4,759.64) 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 approves this additional payment, Individual Settlement Payments will be mailed to additional 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 additional payment, 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.

How can I claim money from the Settlement?

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

What other options do I have?

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

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

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

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

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

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

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 or Requests for Exclusion to the Settlement Administrator is <<RESPONSE DEADLINE>>.

NOTICE OF SETTLEMENT AWARD

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

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

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

According to Wyndham's records:

- (a) You worked _____ workweeks for Wyndham as a non-exempt housekeeping and/or guest services supervisor employee in California between February 5, 2016, and February 4, 2023;
- (b) There were _____ total workweeks worked by non-exempt housekeeping and/or guest services supervisor employees in California between February 5, 2016, and February 4, 2023;
- (c) You worked _____ pay periods for Wyndham as a non-exempt housekeeping and/or guest services supervisor employee in California between February 5, 2019, and February 4, 2023; and
- (d) There were _____ total pay periods worked by non-exempt housekeeping and/or guest services supervisor employees in California between February 5, 2019, and February 4, 2023.

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

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

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

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

Signature: _____

Date: _____