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Attorneys for Plaintiff MARIA GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MARIA GONZALEZ, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

VACATION INTERNATIONALE, INC., a Washington corporation; and DOES 1 through 50,

Defendants.

Case No.: CVRI2402850

(Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1)

DECLARATION OF TARUS DANCY OF APEX CLASS ACTION LLC IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; ATTORNEY'S FEES AND COSTS; AND SERVICE PAYMENT

[Filed Concurrently with Motion for Final of Approval, Supporting Declarations, and [Proposed] Judgment and Order]

DATE: November 16, 2026
TIME: 8:30 a.m.
DEPT: 1
Reservation No.: Per June 4, 2026 Order Granting Preliminary Approval

Action Filed: May 24, 2024
Trial Date: Not Set

DECLARATION OF TARUS DANCY

I, TARUS DANCY, declare as follows:

1. I am a resident of the United States of America. I am over the age of 18. I am a Case Manager for Apex Class Action, LLC, (hereinafter referred to as "Apex"), the professional settlement services provider retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above-captioned *Maria Gonzalez v. Vacation Internationale, Inc.* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex's team has been directly involved with class action administration for a combined 150 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice of Pendency of Class Action and Proposed Settlement*, in English and Spanish (referred to as "Class Notice"); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds

pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On June 30, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel prior to mailing.

5. On August 13, 2026, Counsel for the Defendants provided Apex with the Class Data, comprising the names, dates of employment during the Class and PAGA Periods, Position Status, last-known mailing address; personal email address (if known); personal contact number (if known), and Social Security number for 141 individuals. Apex reviewed and cleansed the Class Data for duplicates, discrepancies and any potential missing information. Apex identified one (1) individual whose hire and termination date were recorded on the same date, which was raised with Defendant for confirmation prior to finalizing the Class List. The Class List consisted of 141 individuals.

6. In preparation for the mailing process, all 141 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

7. On September 1, 2026, the Class Notice in English and Spanish was sent to all 141 individuals listed in the Class List via U.S. First-Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

8. As of the date of this declaration, our office has received twenty-one (21) returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the twenty-one (21) returned Class Notices in an attempt to acquire updated addresses for the purpose of re-mailing the Class

Notice. This skip-trace effort resulted in obtaining fourteen (14) updated addresses, to which we promptly re-mailed the Class Notices via U.S. First-Class Mail.

9. As of the date of this declaration, seven (7) Class Notices have been considered undeliverable as no updated address was found as a result of skip tracing.

REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)

10. The Response Deadline is October 16, 2026.

11. As of the date of this declaration, Apex has not received any Requests for Exclusion. The deadline for submitting a request for exclusion from the Settlement is October 16, 2026.

12. As of the date of this declaration, Apex has not received any objections to the Settlement. The deadline for submitting a written objection to the Settlement is October 16, 2026.

13. As of the date of this declaration, Apex has not received any disputes from Class Members. The deadline for submitting a dispute is October 16, 2026.

14. One (1) additional Settlement Class Member was inadvertently omitted from the original Class List. On September 30, 2026, Defense Counsel confirmed that the individual was eligible for inclusion in the Settlement. The individual was subsequently added to the Class List and is eligible to receive an Individual Settlement Share and a PAGA Share.

15. As of the date of this declaration, Apex reports 142 Participating Class Members, constituting 100% of the Settlement Class.

ALLOCATION OF GROSS SETTLEMENT AMOUNT

16. The Gross Settlement Amount is $260,000.00. Based on the requested amounts, the estimated Net Settlement Amount is $131,724.87, calculated by deducting the requested Class Representative Service Payment of $10,000.00, Class Counsel Fees Payment of $86,666.67, Class Counsel Litigation Expenses Payment of $12,118.46, Settlement Administration Expenses of $6,490.00, and the $13,000.00 LWDA Payment from the Gross Settlement Amount. The $3,250.00 PAGA Share allocated to Aggrieved Employees remains available for distribution through the Net Settlement Amount.

17. The total number of Workweeks worked by Participating Class Members during the Class Period is 10,098.69. The *highest* estimated Settlement Share is approximately $3,795.73, the *average*

estimated Settlement Share is approximately $927.64, and the *lowest* estimated Settlement Share is approximately $1.83. These amounts are estimates and may change based on the final Court-approved deductions, the number of valid Elections Not to Participate in Settlement, and any approved Workweek disputes.

18. Pursuant to the Agreement, 25% of the PAGA Payment ($3,250.00) will be distributed as PAGA Shares to Aggrieved Employees based on their respective Pay Periods worked during the PAGA Period. Aggrieved Employees cannot opt out of the PAGA settlement. There are 67 Aggrieved Employees who worked a total of 2,450 PAGA Pay Periods during the PAGA Period.

19. The *highest* PAGA Shares to an Aggrieved Employee are approximately $83.57, the *average* PAGA Shares are approximately $48.51, and the *lowest* PAGA Shares are approximately $1.33.

20. Plaintiff, Maria Gonzalez, is included as a Participating Class Member and is credited with 197.71 Workweeks during the Class Period and 20 Pay Periods during the PAGA Period. Based on the current estimated final calculations, Plaintiff's estimated Settlement Share is $2,578.88, and her estimated PAGA Share is $26.53, for a total estimated payment of $2,605.41. These amounts are preliminary and may change based on the final Court-approved deductions, valid Elections Not to Participate in Settlement, Workweek or Pay Period disputes, and any other adjustments required under the Settlement Agreement.

SETTLEMENT ADMINISTRATION EXPENSES

21. Apex's comprehensive Settlement Administration Expenses for administering this Settlement, covering both incurred and anticipated expenses, amount to $6,490.00. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 15th day of October 2026, in Irvine, California.

Tarus Dancy

TARUS DANCY

EXHIBIT A

Maria Gonzalez v. Vacation Internationale, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC»
«Full_Name»
«Address_1»
«City», «State» «Zip»

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

Maria Gonzalez v. Vacation Internationale, Inc.
Case No. CVRI2402850

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY $«Est_Total_PMT» THROUGH THIS CLASS ACTION SETTLEMENT.

To: All current and former non-exempt employees who worked for Defendant Vacation Internationale, Inc. in California at any time during the Class Period May 24, 2020, through December 21, 2025

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because the Court granted preliminary approval of a proposed Settlement (the "Settlement") in the class action and representative lawsuit entitled *Maria Gonzalez v. Vacation Internationale, Inc.,* Riverside County Superior Court, Case No. CVRI2402850 (hereinafter referred to as the "Action") on June 3, 2026.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

2. WHAT IS THE ACTION ABOUT?

Plaintiff Maria Gonzalez ("Plaintiff") commenced the Action by filing a Class Action Complaint against Defendant Vacation Internationale, Inc. ("Defendant") in Riverside Superior Court on May 24, 2024. In the operative First Amended Complaint (the "Operative Complaint"), Plaintiff, on behalf of herself and all allegedly similarly situated individuals, alleges the following causes of action: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; (7) failure to reimburse business expenses; (8) unfair competition; and (9) violation of the California Private Attorneys General Act ("PAGA").

Defendant denies the allegations in the Action and is prepared to continue to defend the action vigorously. No Court has made any ruling on the merits in the Action. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff brought her case as a class action.

In the Action, the Plaintiff seeks to represent you on a class and representative basis. Vacation Internationale, Inc. is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one Court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude

themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period May 24, 2020, through December 21, 2025.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on June 3, 2026, in the Superior Court of the State of California for the County of Riverside, at which time Judge Harold W. Hopp preliminarily approved the Settlement. The Settlement will resolve the Class Members' claims for violation of Labor Code alleged in the Operative Complaint that arose during the Class Period.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to the Plaintiff or the Class Members on those claims. No Court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for $260,000.00 ("Gross Settlement Amount").

Under the terms of the Settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed $86,666.67 (One-Third or 33 1/3%) of the Gross Settlement Amount; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed $20,000.00; (3) service payment to Plaintiff for services in the Action and in exchange for a full general release from her, in an amount not to exceed $10,000.00; (4) $6,490.00 for settlement administration costs; and (5) a payment of $9,750.00 to the State of California's Labor and Workforce Development Agency in connection with settlement of the claims under PAGA. The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members and/or PAGA aggrieved employees. This amount is known as the "Settlement Share."

Each Class Member will receive a Settlement Share based on their pro-rata share of the Net Settlement Amount based on the number of workweeks worked for Settlement Class Members who do not validly opt-out of this Settlement. In other words, the Net Settlement Amount will be divided by the total number of workweeks worked by all Settlement Class Members and then multiplied by the total number of workweeks worked by each Settlement Class Member between May 24, 2020, to December 21, 2025 (the "Class Period"). The range of Settlement Shares is $1.77 to $3,674.51.

Your estimated Settlement Share is $«Est_Class_PMT».

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment. Upon entry of the Final Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims, against Defendant, its officers, directors, employees and agents:

1. Participating Class Members. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount (plus employer-side payroll taxes), Participating Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby do and shall be deemed to have released the Released Parties from the Released Class Claims. "Released Class Claims" mean all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts and legal theories alleged in the Operative Complaint that arose during the Class Period.
2. Aggrieved Employees. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount, the State of California and Plaintiff hereby do and shall be deemed to have released the Released Parties from the Released PAGA Claims. "Released PAGA Claims" means all claims for PAGA civil penalties that are alleged or which reasonably could have been alleged based on the facts and legal theories alleged in the PAGA Notice and the Operative Complaint that arose during the PAGA Period.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Notice of Filing Class Action and PAGA Settlement Agreement, Exhibit 1 - Class and PAGA Action Settlement Agreement between Plaintiff and Defendant, filed on March 3, 2026 which can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 during normal business hours or viewed online at https://epublic-access.riverside.courts.ca.gov/public- portal/.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the Settlement. You will receive a monetary award from this Settlement approximately 28 days after the Final Approval Hearing on November 16, 2026, at 8:30 a.m., if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before or at the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and receive a settlement payment unless you timely request to be excluded from the Settlement and submit the exclusion form provided to you. To object, in writing, you should mail your written objection to the Settlement Administrator at the addresses listed below by October 16, 2026, 45 days after the date of mailing of this Notice:

- Settlement Administrator:
  Apex Class Action LLC

PO Box 54668, Irvine, CA 92619
Tel:1-800-355-0700

Any written objections shall state each specific reason for your objection and any legal support for each objection. You may use the enclosed Objection Form and state the reason for your objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement. To do so, you may use the enclosed exclusion form and mail it to the Settlement Administrator at the following address:

Apex Class Action LLC
PO Box 54668, Irvine, CA 92619
Tel:1-800-355-0700

To be valid, a written request for exclusion can be made by utilizing the enclosed Request for Exclusion Form or must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address; (2) must be signed by you; (3) must be postmarked on or before October 16, 2026, 45 days after the date of mailing of this Notice; and (4) returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

Even if you choose to exclude yourself from the Class Settlement, if you are a PAGA Aggrieved Employee, you will still receive your share of the portion of the Settlement allocated to the PAGA claims, and you will still be bound by the release of PAGA claims. Your share of the portion of the Settlement allocated to the PAGA claims will be reported on an IRS Form 1099.

10. YOUR NUMBER OF WORKWEEKS

Based on Defendants' records, your number of workweeks worked during the Class Period is «Class_Workweeks». If you dispute the number of workweeks allocated to you, you may mail your written dispute with supporting documentation on the number of workweeks you worked during the Class Period to the Settlement Administrator, who will decide the amount of workweeks you worked, at the addresses listed below by October 16, 2026, 45 days after the date of mailing of this Notice.

Apex Class Action LLC
PO Box 54668, Irvine, CA 92619,
Tel:1-800-355-0700

11. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

The Plaintiff individually will request a service award of up to $10,000.00 for her services as the Representative and for her efforts in bringing the Action. In exchange for this payment, Plaintiff will also execute an individual general release. The Court will make the final decision as to the amount of the service award to be paid to the Plaintiff. Plaintiff's Application for her service award can be viewed at the Courthouse after October 22, 2026, during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Plaintiff and the Class Members are represented by counsel for Plaintiff as follows:

JUSTICE FOR WORKERS, P.C.
William C. Sung
william@justiceforworkers.com
Tiffany L. Luu
tluu@justiceforworkers.com
Joseph C. Ramli
jramli@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000

("Class Counsel"). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed One-Third (or 33 1/3%) of the total settlement amount (in other words, up to $86,666.67) for their attorneys' fees and litigation costs not exceeding $20,000.00. A copy of Class Counsel's application for attorneys' fees and costs can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 after October 22, 2026, during normal business hours or viewed online at https://epublic- access.riverside.courts.ca.gov/public-portal/. The actual amount awarded to Class Counsel will be determined by the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to Plaintiff.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on November 16, 2026, at 8:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing to have your objection considered by the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial. If you served a timely objection with the Settlement Administrator, you will be provided with notice of any continuances of the Final Approval Hearing by first class mail.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Class and PAGA Action Settlement Agreement between Plaintiff and Defendant (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action) which is found in the Notice of Filing Class Action and PAGA Settlement Agreement, Exhibit 1, filed on March 3, 2026, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the Operative Complaint, and other filed documents related to Plaintiff's lawsuits and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 or viewed online at https://epublic-access.riverside.courts.ca.gov/public-portal/.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Gonzalez v. Vacation Internationale Class Action Settlement.

Apex Class Action LLC
PO Box 54668, Irvine, CA 92619,
Tel:1-800-355-0700

You may also contact the attorneys for the Class, whose names and contact information are listed above.

18. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

OBJECTION FORM

Maria Gonzalez v. Vacation Internationale, Inc.
Case No. CVRI2402850

TO OBJECT TO THE SETTLEMENT YOU MUST FILL OUT, SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE OCTOBER 16, 2026, TO
APEX CLASS ACTION LLC
PO BOX 54668, IRVINE, CA 92619

IDENTIFYING INFORMATION
Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED SETTLEMENT.

I object to the Settlement for the following reasons:

Executed on _____, 2026

Signature: _____

REQUEST FOR EXCLUSION FORM

Maria Gonzalez v. Vacation Internationale, Inc.
Case No. CVRI2402850

TO EXCLUDE YOURSELF FROM THE CLASS ACTION SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE OCTOBER 16, 2026, TO:
APEX CLASS ACTION LLC
PO BOX 54668, IRVINE, CA 92619

IDENTIFYING INFORMATION
Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED CLASS ACTION PORTION OF THE SETTLEMENT. IF YOU WANT TO RECEIVE A CLASS SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.

[ ] By checking the box to the left, and signing and completing the below, I agree to the following:
I do not want to participate in the class action portion of the Settlement in
Maria Gonzalez v. Vacation Internationale, Inc., Case No. CVRI2402850

I understand by not participating and excluding myself from the Settlement, that I will not receive any money from the class action settlement. I understand even if I exclude myself from the class action settlement, if I am a PAGA Aggrieved Employee, I will still receive my share of the portion of the Settlement allocated to the PAGA claims, and I will still be bound by the release of PAGA claims.

Executed on _____, 2026

Signature: _____

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE RIVERSIDE

Maria Gonzalez v. Vacation Internationale, Inc.
No. De caso CVRI2402850

AVISO DE ACUERDO DE DEMANDA COLECTIVA PENDIENTE Y PROPUESTO

SE ESTIMA QUE RECIBIRÁ APROXIMADAMENTE $«Est_Total_PMT» A TRAVÉS DE ESTE ACUERDO DE DEMANDA COLECTIVA.

Dirigido a: Todos los empleados actuales y exempleados no exentos que trabajaron para el Demandado Vacation Internationale, Inc., en California durante el Período de Clase del 24 de mayo de 2020 al 21 de diciembre de 2025.

POR FAVOR, LEA ESTE AVISO DETENIDAMENTE. SUS DERECHOS PUEDEN VERSE AFECTADOS. PUEDE TENER DERECHO A RECIBIR UN PAGO DE ESTE ACUERDO PROPUESTO.

PARA RECIBIR SU PARTE DEL ACUERDO, NO NECESITA HACER NADA.

Este es un Aviso aprobado por el Tribunal. Esta no es una solicitud de un abogado.

1. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Usted recibió este Aviso porque el Tribunal otorgó la aprobación preliminar de un Acuerdo propuesto (el "Acuerdo") en la demanda colectiva y representativa titulada *Maria Gonzalez v. Vacation Internationale, Inc.,* Tribunal Superior del Condado de Riverside, No. de Caso CVRI2402850 (en lo sucesivo, la "Demanda") el 3 de junio de 2026.

Este Aviso explica la naturaleza del Caso, los términos generales del Acuerdo propuesto y sus derechos y obligaciones legales. Para obtener más información sobre el Acuerdo, incluida información sobre cómo puede ver una copia del Acuerdo de Conciliación, consulte la Sección 15.

2. ¿DE QUÉ TRATA LA DEMANDA?

La Demandante Maria Gonzalez ("Demandante") comenzó el Litigio presentando una Demanda Colectiva contra el Demandado Vacation Internationale, Inc. ("Demandado") en el Tribunal Superior de Riverside el 24 de mayo de 2024. En la Primera Demanda Enmendada vigente (la "Demanda vigente"), la Demandante, en nombre de sí misma y de todas las personas que supuestamente se encuentran en una situación similar, alega las siguientes causas de acción: (1) salarios mínimos impagos; (2) salarios de horas extras impagos; (3) violaciones del período de comida; (4) violaciones del período de descanso; (5) sanciones de la declaración salarial; (6) sanciones por tiempo de espera; (7) falta de reembolso de los gastos comerciales; (8) competencia desleal; y (9) violación de la Ley General de Abogados Privados de California ("PAGA").

El Demandado niega las acusaciones en la Demanda y está preparado para continuar defendiéndola enérgicamente. Ningún Tribunal se ha pronunciado sobre el fondo de la Demanda. El Tribunal solo ha determinado que hay pruebas suficientes para sugerir que el Acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier decisión final respecto de esos asuntos se tomará en la audiencia de aprobación final.

3. ¿QUÉ ES UNA DEMANDA COLECTIVA?

En una demanda colectiva, una o más personas demandan en nombre de otras personas que tienen reclamaciones similares. La Demandante presentó su caso como una demanda colectiva.

En la Demanda, la Demandante busca representarle de manera colectiva y representativa. Vacation Internationale, Inc. es el Demandado. Una demanda colectiva permite al Tribunal resolver las reclamaciones de todos los miembros de la clase al mismo tiempo. Un miembro de la clase está obligado por la determinación o sentencia introducida en el caso, ya sea que la clase gane o pierda, y no puede presentar su propia demanda sobre las mismas reclamaciones que se decidieron en la demanda colectiva. Una demanda colectiva permite que un tribunal resuelva todos los problemas que aparezcan en una demanda para todos los miembros de la clase que decidan no excluirse.

4. ¿QUIÉN FORMA PARTE DEL ACUERDO COLECTIVO?

Dirigido a: Todos los empleados actuales y exempleados no exentos que trabajaron para el Demandado Vacation Internationale, Inc., en California en cualquier momento durante el Período de Clase del 24 de mayo de 2020 al 21 de diciembre de 2025.

5. ¿CUÁLES SON LAS CONDICIONES DEL ACUERDO COLECTIVO?

Hubo una audiencia el 3 de junio de 2026 en el Tribunal Superior del Estado de California para el Condado de Riverside, momento en el que el juez Harold W. Hopp aprobó preliminarmente el Acuerdo. El Acuerdo resolverá las reclamaciones de los Miembros de la Clase por violación del Código Laboral alegadas en la Demanda vigente que surgieron durante el Período de Clase.

Este Acuerdo constituye un compromiso y acuerdo de unas reclamaciones sumamente disputadas. Nada en este Acuerdo tiene la intención o se interpretará como una admisión por parte del Demandado de que las reclamaciones en la Demanda tengan mérito o que el Demandado tenga alguna responsabilidad ante la Demandante o los Miembros de la Clase. Ningún tribunal se ha pronunciado sobre el fondo de la Demanda.

Las Partes han acordado resolver el caso por un máximo de $260,000.00 ("Monto Bruto del Acuerdo").

Bajo los términos del Acuerdo, se han acordado los siguientes pagos: (1) los honorarios de los abogados no excederán los $86,666.67 (un tercio o 33 1/3 %) del Monto Bruto del Acuerdo; (2) todos los costos de litigio documentados para los Abogados de la Clase, en montos establecidos por el Tribunal, que se espera que no excedan los $20,000.00; (3) pago de servicios a la Demandante por servicios en la Demanda y a cambio de una liberación general completa, en un monto que no exceda los $10,000.00; (4) $6,490.00 por costos de administración del acuerdo; y (5) un pago de $9,750.00 a la Agencia de Desarrollo Laboral y de la Fuerza Laboral del Estado de California en relación con la liquidación de los

reclamos bajo PAGA. La cantidad de dinero restante después de estos pagos es la que se distribuirá a las personas que son Miembros del Acuerdo Colectivo y/o Empleados Afectados PAGA. Esta cantidad se conoce como la "Parte del Acuerdo".

Cada Miembro de la Clase recibirá una Parte del Acuerdo en función de su parte prorrateada del Monto Neto del Acuerdo, en función del número de semanas laborales trabajadas de los Miembros del Acuerdo Colectivo que no se excluyan válidamente de este Acuerdo. En otras palabras, el Monto Neto del Acuerdo se dividirá entre el número total de semanas laborales trabajadas por todos los Miembros del Acuerdo Colectivo y luego se multiplicará por el número total de semanas laborales trabajadas por cada Miembro entre el 24 de mayo de 2020 y el 21 de diciembre de 2025 (el "Período de Clase"). El rango de las Partes del Acuerdo es de $1.77 a $3,674.51.

Su Parte Estimada del Acuerdo es de $«Est_Class_PMT».

6. ¿DE QUÉ MANERA AFECTA ESTE ACUERDO A MIS DERECHOS?

Si se aprueba el Acuerdo, el Tribunal emitirá una Orden Final y una Sentencia. Tras la entrada de la Orden Final y la Sentencia, usted liberará las siguientes reclamaciones y se le prohibirá procesar todas y cada una de dichas reclamaciones, contra el Demandado, sus funcionarios, directores, empleados y agentes:

1. Miembros de Clase Participantes. Tras la entrada de la sentencia final y el pago por parte del Demandado del Monto Bruto del Acuerdo (más los impuestos sobre la nómina del empleador), los Miembros de Clase Participantes, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, por la presente liberan y se considerará que han liberado a las Partes Liberadas de las Reclamaciones Liberadas de Clase. "Reclamaciones Liberadas de Clase" significa todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción alegadas o que podrían haber sido razonablemente alegadas en base a los hechos y teorías legales alegadas en la Demanda vigente que surgieron durante el Período de Clase.
2. ("Empleados Afectados"). Tras la entrada en vigor de la sentencia final y el pago por parte del Demandado del Monto Bruto del Acuerdo, el Estado de California y la Demandante, por la presente, liberan y se considerará que han liberado a las Partes Liberadas de las Reclamaciones Liberadas de PAGA. "Reclamaciones Liberadas de PAGA" significa todas las reclamaciones por sanciones civiles de PAGA que se alegan o que razonablemente podrían haber sido alegadas en base a los hechos y teorías legales alegadas en el Aviso de PAGA y la Demanda vigente que surgieron durante el Período de PAGA.

Las definiciones precisas de los términos en mayúscula en los párrafos anteriores se pueden encontrar en el Aviso de Presentación de Acuerdo de Conciliación de Demanda Colectiva y de PAGA, Anexo 1 - Acuerdo de Conciliación de Demanda Colectiva y de PAGA entre la Demandante y el Demandado, presentado el 3 de marzo de 2026 que se puede ver en el Tribunal Superior de Riverside, Palacio de Justicia Histórico, ubicado en 4050 Main Street, Riverside, CA 92501 durante el horario comercial normal o en línea en https://epublic-access.riverside.courts.ca.gov/public- portal/.

7. ¿QUÉ NECESITO HACER PARA RECIBIR UN PAGO DEL ACUERDO?

No tiene que hacer nada para participar en el Acuerdo. Recibirá una compensación monetaria de este Acuerdo aproximadamente 28 días después de la Audiencia de Aprobación Final del 16 de noviembre de 2026, a las 8:30 a.m., si el Acuerdo se aprueba y no se interpone ninguna apelación. Los Abogados de la Clase han sido designados y aprobados por el Tribunal y serán quienes le representarán.

Usted es responsable de mantener una dirección actualizada con el Administrador para asegurar la recepción de su(s) pago(s) del acuerdo. Si no mantiene actualizada su dirección, es posible que no reciba el pago del acuerdo.

8. ¿QUÉ OCURRE SI QUIERO OPONERME AL ACUERDO?

Puede oponerse a cualquiera de los términos del Acuerdo antes de la Audiencia de Aprobación Final o en ella. El incumplimiento de los pasos a continuación se interpretará como una renuncia a sus objeciones. Si el Tribunal rechaza su objeción, usted seguirá estando sujeto a los términos del Acuerdo y recibirá un pago del acuerdo a menos que solicite ser excluido del Acuerdo a tiempo y envíe el formulario de exclusión que se le proporcionó. Para objetar, por escrito, debe enviar su objeción por escrito al Administrador del Acuerdo a las direcciones que figuran a continuación antes del 16 de octubre de 2026, 45 días después de la fecha de envío de este Aviso:

- Administrador del Acuerdo:
  Apex Class Action, LLC
  PO Box 54668, Irvine, California 92619,
  Teléfono:1-800-355-0700

Cualquier objeción por escrito deberá indicar cada motivo específico de su objeción y cualquier respaldo legal para cada una. Puede utilizar el Formulario de Objeción adjunto e indicar el motivo de su objeción. Puede comparecer personalmente en la Audiencia de Aprobación Final, o a través de su propio abogado, pagado por su propia cuenta.

SI NO SE OPONE A TIEMPO, SE CONSIDERARÁ QUE HA RENUNCIADO A TODAS LAS OBJECIONES Y NO TENDRÁ DERECHO A INTERVENIR EN LA AUDIENCIA DE APROBACIÓN FINAL.

9. ¿QUÉ OCURRE SI NO DESEO PARTICIPAR EN ESTE ACUERDO?

Tiene derecho a solicitar la exclusión del Acuerdo. Para hacerlo, puede utilizar el formulario de exclusión adjunto y enviarlo por correo al Administrador del Acuerdo a la siguiente dirección:

Apex Class Action, LLC
PO Box 54668, Irvine, California 92619
Teléfono:1-800-355-0700

Para ser válido, puede hacer una solicitud de exclusión por escrito utilizando el Formulario de Solicitud de Exclusión adjunto o debe indicar que desea ser excluido, y (1) debe contener su nombre (y nombres anteriores, si corresponde), dirección actual; (2) debe estar firmado por usted; (3) debe tener matasellos en o antes del 16 de octubre de 2026, 45 días después de la fecha de envío de este Aviso; y (4) devolverse al Administrador del Acuerdo a la dirección indicada anteriormente.

A menos que solicite oportunamente ser excluido, quedará obligado por el fallo tras la aprobación final del Acuerdo, incluida la Liberación descrita en este Aviso. Los Abogados de la Clase no representarán sus intereses si solicita ser excluido.

Incluso si decide excluirse del Acuerdo Colectivo, si es un Empleado Afectado PAGA, seguirá recibiendo su parte del Acuerdo asignada a las reclamaciones de PAGA y seguirá estando sujeto a la liberación de las reclamaciones de PAGA. Su parte del Acuerdo asignada a las reclamaciones de PAGA se informará en un formulario 1099 del IRS.

10. SU NÚMERO DE SEMANAS LABORALES

Según los registros del Demandado, su número de semanas laborales trabajadas durante el Período de Clase es «Class_Workweeks». Si impugna el número asignado, puede enviar su impugnación por escrito, con la documentación de respaldo sobre el número de semanas laborales que trabajó durante el Período de Clase, al Administrador del Acuerdo, quien decidirá la cantidad de semanas laborales que trabajó, a las direcciones que figuran a continuación, antes del 16 de octubre de 2026, 45 días después de la fecha de envío de este Aviso.

Apex Class Action, LLC
PO Box 54668, Irvine, California 92619
Teléfono:1-800-355-0700

11. ¿SE COMPENSARÁ AL DEMANDANTE NOMBRADO POR PRESENTAR ESTA DEMANDA?

La Demandante solicitará individualmente una adjudicación de servicio de hasta $10,000.00 por sus servicios como Representante y por sus esfuerzos presentando la Demanda. A cambio de este pago, la Demandante también ejecutará una liberación general individual. El Tribunal tomará la decisión final sobre el monto de la adjudicación del servicio que se pagará a la Demandante. La Solicitud de la Demandante para la adjudicación del servicio se puede ver en el Palacio de Justicia después del 22 de octubre de 2026, durante el horario comercial normal (así como la Solicitud de los Abogados de la Clase para los Honorarios y Costos como se discute a continuación).

12. ¿TENGO UN ABOGADO EN ESTE CASO?

Sí. El Tribunal ha ordenado que los intereses de la Demandante y de los Miembros de Clase estén representados por los siguientes abogados de la Demandante:

JUSTICE FOR WORKERS, P.C.
William C. Sung
william@justiceforworkers.com
Tiffany L. Luu
tluu@justiceforworkers.com
Joseph C. Ramli
jramli@justiceforworkers.com
9575 Bolsa Avenue
Westminster, California 92683
Teléfono: 323-922-2000

("Abogados de la Clase"). A los Miembros de la Clase no se les cobrará por separado por estos abogados. Si desea ser representado por su propio abogado, puede contratar a uno por su cuenta.

13. ¿CÓMO SE LES PAGARÁN A LOS ABOGADOS?

Los Abogados de la Clase solicitarán al Tribunal una cantidad que no exceda un tercio (o 33 1/3 %) del monto total del acuerdo (en otras palabras, hasta $86,666.67) por sus honorarios y los costos de litigio que no excedan de $20,000.00. Se puede ver una copia de la solicitud de los Abogados de la Clase para los honorarios y costos en el Tribunal Superior de Riverside, Palacio de Justicia Histórico, ubicado en 4050 Main Street, Riverside, California 92501 después del 22 de octubre de 2026, durante el horario comercial normal o en línea en https://epublic-access.riverside.courts.ca.gov/public-portal/. La cantidad real a otorgar será determinada por el Tribunal.

14. ¿QUÉ ES LA AUDIENCIA DE APROBACIÓN FINAL?

El Tribunal ha aprobado preliminarmente el Acuerdo propuesto y celebrará una audiencia para decidir si otorga la aprobación final a éste mismo. El propósito de esta audiencia será que el Tribunal determine si el Acuerdo propuesto debe ser aprobado como justo, razonable, adecuado y en el mejor interés de los Miembros de la Clase; considerar la adjudicación de los honorarios y gastos de los Abogados de la Clase; y considerar la solicitud de una adjudicación de servicios al Representante de la Clase.

15. ¿CUÁNDO Y DÓNDE SE CELEBRARÁ LA AUDIENCIA DE APROBACIÓN FINAL?

El Tribunal celebrará la Audiencia de Aprobación Final el 16 de noviembre de 2026 a las 8:30 a.m., en el Departamento 1 del Tribunal Superior del Estado de California para el Condado de Riverside, Palacio de Justicia Histórico, 4050 Main St, Riverside, California 92501 ("Audiencia de Aprobación Final").

La Audiencia de Aprobación Final puede continuar sin previo aviso a los Miembros de la Clase. No es necesario que comparezca en la audiencia para que el Tribunal considere su objeción. Sin embargo, tiene derecho a asistir y a ser representado por su propio abogado, a su propio costo. Si planea asistir a la Audiencia de Aprobación Final, puede comunicarse con los Abogados de la Clase para confirmar la fecha y la hora. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna razón, la Demanda puede continuar en juicio.

Si presentó una objeción a tiempo con el Administrador del Acuerdo, se le notificará cualquier prórroga de la audiencia de aprobación final por correo prioritario.

16. ¿Puedo hablar en la Audiencia de Aprobación Final?

En la audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumento con respecto a la equidad del Acuerdo propuesto. Usted puede asistir, pero no tiene que hacerlo. Sin embargo, si ha solicitado la exclusión del Acuerdo, no puede comparecer en la Audiencia de Aprobación Final.

17. ¿CÓMO PUEDO OBTENER INFORMACIÓN ADICIONAL?

Para ver una copia del Acuerdo de Conciliación de Demanda Colectiva y PAGA entre la Demandante y el Demandado (que define los términos en mayúscula utilizados en este Aviso y proporciona un breve resumen de lo que ha sucedido en la Demanda) que se encuentra en el Aviso de Presentación de Acuerdo de Conciliación de Demanda Colectiva y PAGA, Anexo 1, presentado el 3 de marzo de 2026, la Orden de Aprobación Preliminar del Tribunal, la solicitud de los Abogados de la Clase para los honorarios y costos, la Demanda vigente y otros documentos presentados relacionados con las demandas de la Demandante y este Acuerdo, puede verlos todos en la oficina del Secretario en el Tribunal Superior del Estado de California para el Condado de Riverside, Palacio de Justicia Histórico, 4050 Main St, Riverside, California 92501 o en línea en https://epublic-access.riverside.courts.ca.gov/public-portal/.

SI NECESITA MÁS INFORMACIÓN o TIENE ALGUNA PREGUNTA, puede ponerse en contacto con el Administrador del Acuerdo al número de teléfono gratuito que figura a continuación. Consulte el Acuerdo de Demanda Colectiva Gonzalez v. Vacation Internationale.

Apex Class Action, LLC
PO Box 54668, Irvine, California 92619
Teléfono:1-800-355-0700

También puede comunicarse con los abogados de la Clase, cuyos nombres e información de contacto se enumeran en la Sección 12.

18. ¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?

Si, después de recibir este Aviso cambia su dirección o número de teléfono, es su responsabilidad informar al Administrador del Acuerdo sobre su actualización.

NO HAGA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO JUDICIAL NI AL JUEZ

FORMULARIO DE OBJECIÓN

Maria Gonzalez v. Vacation Internationale, Inc.
No. De caso CVRI2402850

PARA OPONERSE AL ACUERDO, DEBE COMPLETAR, FIRMAR Y DEVOLVER ESTE FORMULARIO, CON MATASELLOS DEL 16 DE OCTUBRE DE 2026 O ANTES, A
Apex Class Action, LLC
PO Box 54668, Irvine, California 92619

INFORMACIÓN DE IDENTIFICACIÓN
Verifique y/o complete cualquier información de identificación que falte:

[NOMBRE] Nombres anteriores (si los hay):

[DIRECCIÓN 1] _____

[DIRECCIÓN 2] _____

NÚMERO DE TELÉFONO _____

ESTE FORMULARIO DEBE USARSE SOLO SI DESEA OPONERSE AL ACUERDO PROPUESTO.

Me opongo al Acuerdo por las siguientes razones:

Ejecutado el _____ de 2026

Firma: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Maria Gonzalez v. Vacation Internationale, Inc.
No. De caso CVRI2402850

PARA EXCLUIRSE DEL ACUERDO DE DEMANDA COLECTIVA, DEBE FIRMAR Y DEVOLVER ESTE FORMULARIO, CON MATASELLOS DEL 16 DE OCTUBRE DE 2026 O ANTES, A:
Apex Class Action, LLC
PO Box 54668, Irvine, California 92619

INFORMACIÓN DE IDENTIFICACIÓN
Verifique y/o complete cualquier información de identificación que falte:

[NOMBRE] Nombres anteriores (si los hay):

[DIRECCIÓN 1] _____

[DIRECCIÓN 2] _____

NÚMERO DE TELÉFONO _____

ESTE FORMULARIO DEBE USARSE SOLO SI NO DESEA PARTICIPAR EN LA PARTE COLECTIVA DEL ACUERDO PROPUESTO. SI DESEA RECIBIR UN PAGO DEL ACUERDO COLECTIVO, NO ENVÍE ESTE FORMULARIO.

[ ] Al marcar la casilla de la izquierda y firmar y completar lo siguiente, acepto lo siguiente:
No quiero participar en la parte colectiva del Acuerdo en
Maria Gonzalez v. Vacation Internationale, Inc. CVRI2402850

Entiendo que, al no participar y al excluirme del Acuerdo, no recibiré ningún pago del Acuerdo de Demanda Colectiva. Entiendo que, incluso si me excluyo del Acuerdo de Demanda Colectiva, si soy un Empleado Afectado PAGA, seguiré recibiendo mi parte del Acuerdo asignada a las reclamaciones de PAGA, y seguiré estando sujeto a la liberación de las reclamaciones de PAGA.

Ejecutado el _____ de 2026

Firma: _____

EXHIBIT B

Quotation Request:

William Sung

Justice for Workers

William@JusticeforWorkers.com

323.922.2000

Prepared By:

Kimberly Sutherland

Apex Class Action LLC

kimberly@apexclassaction.com

321.223.5065

Case Name: **Gonzalez v. Vacation Internationale**

Date: Monday, November 17, 2025

RFP Number: 321600030

Settlement Specifications	
Estimated Class Size:	**150**
Certified Language Translation:	**Yes**
Static Settlement Website	**Yes**
Percentage of Undeliverable Mail	**15%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	2	$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$425.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.50	150	$225.00
USPS First Class Postage	Per Piece	$0.78	150	$117.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.25	23	$50.63
Receive and Process Undeliverable Mail	Per Hour	$75.00	1	$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	1	$75.00
NCOA Address Update (USPS)	Static Rate	$41.62	1	$41.62
Certified Language Translation: Spanish	Static Rate	$1,000.00	1	$1,000.00
			Sub Total:	$1,704.25
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$620.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$50.00	1	$50.00
Settlement Website: Static Apex URL	Static Rate	$500.00	1	$500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$550.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	2	$240.00
Account Management and Reconciliation	Per Hour	$140.00	2	$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.40	150	$210.00
USPS First Class Postage	Per Piece	$0.78	150	$117.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.25	15	$33.75
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	5	$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	$900.00	1	$900.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$200.00	1	$200.00
			Sub Total:	$2,480.75
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	2	$270.00
Project Management Reconciliation	Per Hour	$100.00	2	$200.00
Declarations	Per Hour	$120.00	2	$240.00
			Sub Total:	$710.00

WILL NOT EXCEED: $6,490.00

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney’s fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of $1.50 per storage box for paper documents and $0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.