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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 WILLIAM C. SUNG IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COST, 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

I, William C. Sung, hereby declare as follows:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of record for Plaintiff Maria Gonzalez ("Plaintiff") in this action. I am lead counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

LITIGATION SUMMARY

2. Defendant owns and operates vacation resorts in California.

3. On May 24, 2024, Plaintiff submitted a letter to the California Labor & Workforce Development Agency ("LWDA") initiating administrative exhaustion of her claim for civil penalties under the Private Attorneys General Act, California Labor Code § 2699.3, et seq. (the "PAGA").

4. On May 24, 2024, Plaintiff commenced this class action by filing the Class Action Complaint alleging the following causes of action against Defendant: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition.

5. On August 1, 2024, Plaintiff filed the operative First Amended Complaint adding a cause of action for Civil Penalties under the PAGA.

6. The Parties agreed to engage in private mediation with well-respected mediator, Barry Appell, Esq., and engaged informal discovery and document exchange. On October 22, 2025, the Parties attended mediation with Mr. Appell and successfully reached a resolution of this Action on a class action and PAGA representative basis. Enclosed as **Exhibit 1** is a true and correct of the Class Action and PAGA Settlement Agreement.

ITEMS REQUIRED UNDER THE COURT'S CASE MANAGEMENT ORDER #1

7. Prior to mediation, the Parties engaged in informal discovery, where Defendant provided Plaintiff with data which included (1) class and PAGA demographic information, including number of Class Members and workweeks worked and number of Aggrieved Employees

and pay periods worked; (2) all Class Members' time and payroll records; (3) Defendant's employee handbooks and relevant policies and procedures in effect during the Class Period; and (4) Plaintiff's personnel records and wage statements.

8. Plaintiff's counsel engaged an expert data analyst to conduct an analysis of the sampling records, Class Counsel analyzed and investigated the facts and law relevant to the Plaintiff's claims, and the Parties outlined their respective positions in mediation briefs for the mediator.

9. **CMO (G)(3)(a)(ii): Attorney's Estimate of the Total Amount of Damages.** Based on the data provided, Plaintiff believes that the Class could have obtained damages of approximately $1,151,500.21 plus PAGA penalties. Plaintiff estimates the following damages for each of the causes of action as follows:

a. Failure to Reimburse Cellphone Expenses. Plaintiff used her personal cellphone with communicate with coworkers and she received calls from coworkers, such as being notified when rooms and units were ready to be cleaned, because radios had poor signal and audio, and she was not reimbursed. Estimating a 50% violation rate, $50 monthly reimbursement, and extrapolated to 10,230 workweeks, Plaintiff estimates Defendant's maximum exposure for unreimbursed business expenses is $118,038.46.

b. Unpaid Wages Due to Off-the-Clock Work. Plaintiff alleges that her meal periods were sometimes interrupted for work-related reasons, resulting in off-the-clock work. Here, any instances of off-the-clock work would not be reflected in the records. Estimating that Class Members worked on average 60 minutes off the clock per week and at an average hourly rate of $17.47, Defendant's maximum exposure to the Class for unpaid of wages, including overtime, is approximately $268,077.15.

c. Meal and Rest Period Premiums. Plaintiff alleges that he and Class Members did not receive all of their meal periods and rest periods. Here, in analyzing the time records, Plaintiff's expert found 15.02% of shifts had a meal period violation without payment of premiums, broken down as 7.46% of shifts had a missed first meal period violation; 10.09% of shifts had a late first meal period violation; 2.72% of shifts has a short meal violation; and 1.40% of

eligible shifts had a missed second meal violation. Class Counsel estimates Defendant's maximum exposure to the Class for unpaid meal period premiums to be approximately $113,307.28. As to rest periods, any instances of rest period violations would not be reflected in the records. Given Defendant's meal period compliance rate, and estimating that Class Members had a 20% rest period non-compliance rate (i.e., one violation every week), Defendant's maximum exposure to the Class for unpaid rest period premiums is $178,718.10.

d. Statutory Penalties for Wage Statement and Waiting Time Violations. Plaintiff alleges that Defendant failed to provide compliant wage statements and pay all wages due upon separation of employment as a result of underpaid overtime and paid sick leave due to regular rate violations, unpaid wages including overtime due to off the clock work, and unpaid meal and rest period premiums. Based on Class Counsel's analysis and at a 41.81% violation rate, Class Counsel estimates Defendant's maximum exposure for wage statement penalties is $223,200.00. Based on Counsel Counsel's analysis and at a 90.44% violation rate for 136 formerly employed Class Members, Class Counsel estimates Defendant's maximum exposure for waiting time penalties is $250,159.22.

e. Civil Penalties Under the PAGA. Plaintiff seeks civil penalties under the PAGA for the aforementioned wage and hour violations (unpaid wages, meal and rest period violations, wage statement violations, and failure to pay all wages upon separation) and paid sick leave violations. Based on Class Counsel's analysis, Class Counsel estimate potential exposure for civil penalties under the PAGA to be approximately $226,500.00 ($100 initial violation rate X 2,265 pay periods).

10. **CMO (G)(3)(a)(iii): Attorney's Estimate of What the Class Could Reasonably Expect to Be Awarded at Trial:** Plaintiff believes that Plaintiff can prevail at trial and be awarded the entire amount of the maximum exposure. However, having tried wage and hours cases to verdict, Class Counsel believes there is also a reasonable possibility that the Court may find in favor of Defendant and award nothing to Plaintiff based on Defendant's defenses. As to the failure to reimburse claim, Defendant contends that it provided Plaintiff and Class Members with radios to communicate while at work and any cellphone usage was out of their own convenience and not

mandatory; therefore, any cellphone usage is not a reimbursable expense.

As to the off-the-clock work theory, Defendant contends that it has compliant policies prohibiting employees from working off the clock, and the sampling records evidence that Class Members were paid nearly 18,000 overtime hours totaling over $46,000. Thus, Defendant maintains that its policies, practices, and class records evidence highly complaint policies and practices, Plaintiff's off-the-clock work theory is not suited for class certification, nor can classwide liability be proven at trial, due to numerous individualized inquiries as to whether which employees worked off-the-clock, whether Defendant knew or should have known that employees were working off the clock, and whether they were instructed or permitted to work off the clock by their supervisors or managers.

As to the claim for failure to provide compliant meal and rest periods, Defendant asserts that it has compliant policies in its employee handbook on the provision of meal and rest periods to Class Members. Defendant asserts that, against a low meal period violation rate on the records, its policies and records evidence a highly compliant meal and rest period practice, and any non-compliant meal and rest periods resulted from lawful employee waiver or voluntary choice, rather than any systemic policy and/or practice of Defendant. Finally, Defendant maintains Plaintiff's meal and rest period claims are not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal and rest periods, how many meal and rest periods were non-compliant or missed, and the reasons why a particular employee did not take a meal or rest period on a particular shift.

For wage statement penalties under Labor Code § 226(e) and waiting time penalties under Labor Code § 203, Defendant contends that it would not be subject to statutory penalties based on its good-faith defenses as stated above, and these issues cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). Notably, Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of statutory penalties.

PAGA penalties are also subject to any good-faith defenses that Defendant may raise. Moreover, PAGA penalties are discretionary and subject to reduction by this Court. Defendant argued that based on their compliant policies and practices and the fact that class recovery is available, the Court will significantly reduce any award of PAGA penalties based on its good-faith compliance with the Labor Code.

While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to class certification and trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. The total maximum exposure for class claims amounts to approximately $1,378,000.2.

On the failure to reimburse, off-the-clock work, and failure to provide meal and rest period claims, given Defendant's defenses and its policies, the Court could deny class certification, resulting in no recovery for the Class, or classwide damages may be severely limited at trial. Thus, Class Counsel believes there is at least a 50% risk factor, bringing the realistic recovery for unreimbursed business expenses to $59,019.23, unpaid wages due to off-the-clock work to $134,038.58, unpaid meal period premiums to $56,653.64, and unpaid rest period premiums to $89,359.05. Given the California Supreme Court's decision in *Naranjo*, there is an 80% risk factor that the Court might find Defendant's good-faith defenses preclude wage statement and waiting time penalties, bringing the realistic recovery to $50,031.84 for wage statement penalties and $44,640.00 for waiting time penalties.

Total PAGA penalties amounted to $226,500.00. However, if the Court were to reduce the PAGA penalties by 80% similar to *Carrington*, the PAGA penalties exposure would amount to approximately $45,300.00.

11. Thus, the total realistic class damages and PAGA penalties are $420,023.11. The Gross Settlement Amount is 61.90% of the maximum class and PAGA recovery and well within the reasonable range of settlement for class/PAGA actions.

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ATTORNEY QUALIFICATIONS, FEES, AND COSTS

12. From the inception of the case, my team and I have zealously represented the interests of Plaintiff and the Class Members. The settlement was obtained for the benefit of the Class, as opposed to the individual Plaintiff. Based on my review of all the information, and based on my experience in wage and hour litigation, I believe this settlement to be fair, adequate, and reasonable.

13. My qualifications are as follow: I received my J.D. from the University of Southern California Gould School of Law in 2011. During law school, I served as the Senior Content Editor on the Southern California Law Review where I published the article: *Taking the Fight Back to Title VII: A Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation, and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel of JM Eagle; and participated in the law school's Employer Legal Advice Clinic.

14. After passing the California Bar in December 2011, I began practicing management-side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the third Asian-American equity partner in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I have represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

15. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 80 other class and/or PAGA actions at mediation. The following are cases in which I have received

final approval of class action settlement and I was appointed as class counsel*: Vincent Cabral v. Robertson's Transport, Ltd.*, San Bernardino Superior Court, Case No. CIVSB2323311, final approval of class/PAGA settlement granted on September 16, 2026; *Christian Derefield v. OHC of California*, Los Angeles Superior Court Case No. 24STCV01784, final approval of class/PAGA settlement granted on August 31, 2026; Loan *Kim Phu v. MicroVention, Inc.*, Orange County Superior Court Case No. 30-2024-01376392-CU-OE-CXC, final approval of class/PAGA settlement granted on August 3, 2026; *Annette Dearing v. Love's Country Stores of California*, Madera County Superior Court Case No. MCV090813, final approval of class/PAGA settlement granted on July 27, 2026; *Marcos Beltran v. Fondomonte California LLC*, Riverside Superior Court Case No. CVRI2402849, final approval of class/PAGA settlement granted on June 26, 2026; *Chelsey Richardson, et al. v. Telecare Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of class/PAGA settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall Construction, Inc.*, Los Angeles Superior Court Case No. 24STCV03488, final approval of class/PAGA settlement granted on May 27, 2026*; Doris Nathan v. The Muller Company, LLC*, Los Angeles Superior Court Case No. 23STCV24395, final approval of class/PAGA settlement granted on April 30, 2026; *Cody Yandell v. Iron Delta Security*, Los Angeles Superior Court Case No. 24STCV07830, final approval of class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on March 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement

granted on January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

16. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her entire legal career. Ms. Luu handled a number of wage and hour matters, including individual

actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the next 3 years representing employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice on representing employees in wage and hour class and PAGA action lawsuits. Ms. Luu has been appointed as class counsel in all of the class settlements referenced in Paragraph 4 above.

17. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a labor and employment associate starting in March 2022 representing employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice Group, where he focuses his practice on representing employees in wage and hour class and PAGA action lawsuits. Mr. Ramli has been appointed as class counsel in some of the class settlements referenced in Paragraph 4 above.

18. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of for 145.30 hours worked by attorneys successfully litigating this matter, which represents a negative 0.79 lodestar multiplier. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case.

19. The work conducted include, but are not limited to: multiple meetings with the Plaintiff and review of documents provided by Plaintiff; legal research and investigation into Defendant's corporate structure and relevant litigation history; legal research and investigation regarding the Defendant's practices at various points in the litigation; preparation and submission of Plaintiff's PAGA notice letter; preparation of the Complaints and status conferences; propounding written discovery; extensive meet and confer correspondence and discussions with Defendant's counsel regarding case management, mediation, and informal discovery for mediation; analysis of

the informal discovery production; preparation of a damages model; research and preparation of Plaintiff's mediation brief and participation in mediation; drafting, negotiating, and reviewing multiple drafts of the Agreement and attachments thereto; preparation, finalization, and filing Motion for Preliminary Approval and Motion for Final Approval and accompanying filings; preparing for and attending hearings on these Motions; overseeing the notice administration process and distribution of funds; and communications with Plaintiff regarding the case.

20. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., I referred to the "Laffey Matrix" to set our hourly billing rates. *See* http://www.laffeymatrix.com/. The Laffey Matrix is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The Laffey Matrix is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. (*See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 reversed on other grounds.) My associates and I at Justice for Workers, P.C. have extension experience providing class action services, both as defense attorneys and now as plaintiff's attorneys. When comparing the billing rates for attorneys at my firm with the Laffey Matrix, the rates requested by my associates and I are **below** the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15th Year Attorney)	$948	$900	90.10	$81,090.00
Tiffany L. Luu (5th Year Attorney)	$581	$550	22.50	$12,375.00
Joseph C. Ramli (4th Year Attorney)	$581	$500	32.70	$16,350.00
		Total	**145.30**	**$109,815.00**

21. Additionally, Plaintiff's counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These additional hours will include time spent to obtain and monitor approval of the

Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case.

22. My office is seeking $12,118.46 in reimbursement of litigation costs in this case. The total costs incurred for this matter includes anticipated costs to file the Motion for Final Approval ($77.56), any supplemental briefing ($16.87), and the compliance paperwork ($16.87). Attached hereto as **Exhibit 3** is my firm's itemized costs.

23. On October 19, 2026, I caused a copy of the Order Granting Preliminary Approval, Motion for Final Approval, and Proposed Judgment and Order Granting Final Approval to be uploaded to the LWDA's website. Attached hereto as **Exhibit 4** is a true and correct copy of the confirmation email.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 19, 2026 at Los Angeles, California.



William C. Sung

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Maria Gonzalez ("Plaintiff"), on behalf of herself and on behalf of the State of California, all putative class members, and all putative aggrieved employees, and Defendant Vacation Internationale, Inc. ("Defendant"), subject to the approval of the Court, that the Settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions to be filed for approval by the Court. Plaintiff and Defendant collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. "Action" mean the Plaintiff's lawsuits alleging wage and hour violations against Defendant captioned *Maria Gonzalez v. Vacation Internationale, Inc.*, Case No. CVRI2402850 and pending in Superior Court of the State of California, County of Riverside.

B. "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period.

C. "Class" or "Class Members" means all current and former non-exempt employees who worked for Defendant in California at any time at any time during the Class Period.

D. "Class Counsel" means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C.

E. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

F. "Class Data" means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her personal email address (if known); and his or her dates of employment and/or number of Workweeks worked during the Class Period as a Class Member and number of Pay Periods worked during the PAGA Periods as an Aggrieved Employee.

G. "Class Member" is a member of the Class.

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H. "Class Notice" or "Class Notice Packet" means the Notice of Proposed Settlement of Class Action and Hearing Date to be provided to the Class Members by the Settlement Administrator in the forms set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator), the Objection Form which is attached as Exhibit B and the Exclusion Form which is attached as Exhibit C. The Notice, Objection and Exclusion Forms shall be distributed in both English and Spanish versions.

I. "Class Period" means the period of time from May 24, 2020 through December 21, 2025 or the date of preliminary approval, whichever date is earlier unless shortened at Defendant's option pursuant to Paragraph III.C.5, *infra.*

J. "Class Representative Service Payment" means the service payment made to Plaintiff in her capacity as Class Representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses in the event Plaintiff was unsuccessful in the prosecution of the Action, and as consideration for the general release of all claims by the Plaintiff.

K. "Court" means the Superior Court of California, County of Riverside.

L. "Defendant" means Defendant Vacation Internationale, Inc..

M. "Defendant's Counsel" means Ted Bacon of Frost Brown Todd LLP.

N. "Effective Date" means the date by which all of the following have occurred:

1. This Agreement and the contemplated settlement receive final approval from the Court; and

2. The Judgment becomes Final as defined in Section I.P. of this Agreement.

O. "Election Not to Participate in Settlement" means the Exclusion Form attached as Exhibit C or a letter submitted by a Class Member to exclude herself or herself from the Class Settlement submitted in accordance with the instructions in the Class Notice. Such a written request will have no effect on one's inclusion in the PAGA Settlement.

P. "Final" means the last of the following dates, as applicable: (1) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (2) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, which is 60 days after entry of the Judgment; or (3) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur

P. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

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Q. "Gross Settlement Amount" means TWO HUNDRED SIXTY THOUSAND DOLLARS and ZERO CENTS ($260,000.00) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant or any of the Released Parties and shall be inclusive of all amounts due from Defendant under the terms of this settlement, including payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the PAGA Payment contemplated in this resolution in this Agreement. This amount, however, does not include employer-side payroll taxes due on amounts paid under the Settlement, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

R. "Judgment" means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit E to this Agreement and incorporated by reference into this Agreement.

S. "LWDA Payment" means the 75% portion of the PAGA Payment payable to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA.

T. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved amount for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Settlement Administration Expenses.

U. "Non-Participating Class Member" means a Class Member who submits a valid and timely Election Not to Participate in Settlement.

V. "PAGA Notice" means Plaintiff's March 24, 2024 letter and any subsequent amended letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), of alleged Labor Code violations.

W. "PAGA Payment" means the portion of the Gross Settlement Amount, as described below in Section III.B.3., which shall be allocated 75% to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% to remain in the Net Settlement Amount for distribution to the Aggrieved Employees based upon their respective Pay Periods worked during the PAGA Period.

X. "PAGA Period" means the period of time from May 24, 2023 through December 21, 2025 or the date of preliminary approval, unless shortened at Defendant's option pursuant to Paragraph III.C.5, *infra.*

Y. "PAGA Share" means each Aggrieved Employee's individual share of the 25% share of the PAGA Payment that is to remain in the Net Settlement Amount for distribution to Aggrieved Employees based on their respective Pay Periods

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worked during the PAGA Period, as provided by this Agreement, and described in Section III.B.3.

Z. "Participating Class Member" means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.

AA. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

BB. "Preliminary Approval of the Settlement" means the Court's Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit D to this Agreement and incorporated by this reference herein.

CC. "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.

DD. "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.

EE. "Released Parties" means Defendant Vacation Internationale, Inc. and its officers, directors, employees and agents.

FF. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement.

GG. "Settlement Administrator" means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and shall be agreed to by all counsel.

HH. "Settlement Share" means each Participating Class Member's share of the Net Settlement Amount as provided by this Agreement.

II. "Workweek" means any calendar week during which a Class Member worked for Defendant for at least one day during the Class Period.

JJ. "Operative Complaint" means the First Amended Complaint to be filed by Plaintiff on or about August 1, 2024.

II. RECITALS

A. On or around May 24, 2024, Plaintiff commenced this Action by filing a Class Action Complaint alleging the following causes of action against Defendant: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period

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Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition.

B. On or around August 1, 2024, Plaintiff filed the First Amended Complaint ("Operative Complaint") adding a cause of action for Civil Penalties Under the PAGA.

C. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged therein.

D. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

E. On October 22, 2025, the Parties participated in an all-day mediation presided over by Barry Appell, Esq., which led to this Agreement to settle the Action.

F. Prior to mediation and negotiating this Settlement, Class Counsel obtained, through informal discovery, documents and information, including class and PAGA statistics and putative class members' time and corresponding pay records, which Class Counsel used to thoroughly assess the viability and support for the claims alleged in the Action. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

G. The Parties, Class Counsel and Defense Counsel represent that they are unaware of one other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is TWO HUNDRED SIXTY THOUSAND DOLLARS and ZERO CENTS ($260,000.00). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. This amount, however, does not include employer-side payroll taxes due on amounts paid under the Settlement, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

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B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Settlement Administration Expenses. The remaining amount shall be known as the "Net Settlement Amount." The Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to the Settlement Share to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than $10,000.00 for the Class Representative Service Payment. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than $10,000.00 for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. To receive the payment, Plaintiff will agree to a 1542 waiver and a general release of all claims as set forth below. The Class Representative Service Payment is in settlement of claims for interest and for penalties allegedly due and shall not be subject to wage withholdings and shall be reported on IRS Form 1099-MISC form. Plaintiff will be solely responsible for any tax payments associated with the Class Representative Service Payment.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently $86,666.67, as their Class Counsel Fees Payment and an amount not more than $20,000.00 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments.

3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of $20,000, which shall be allocated 75% ($15,000.00) to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and taken out of the Gross Settlement Amount, and 25% ($5,000.00) will remain in the Net Settlement Amount for distribution to the Aggrieved Employees based upon their respective Pay Periods worked during the PAGA Period ("PAGA Shares"). The portion

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of the PAGA Payment distributed to Aggrieved Employees shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Each Aggrieved Employee will be bound by the PAGA portion of the release contemplated in this agreement and will receive their respective PAGA Share regardless of whether they exclude themselves from the class action settlement. If the Court approves a PAGA Payment of less than $20,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Class Counsel shall notify the Labor and Workforce Development Agency of this Settlement as required by statute.

4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed $6,490.00 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than $6,490.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in Paragraph III.B. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.

2. **Calculation.** Settlement Shares will be determined and paid as follows:

a. From the Net Settlement Amount, the Settlement Administrator will calculate each Aggrieved Employee's PAGA Share and each Participating Settlement Class Member's Settlement Share based on the following:

1. The portion of the PAGA Payment allocated to Aggrieved Employees will be distributed to the Aggrieved Employees based upon their respective pay periods worked during the PAGA Period ("PAGA Shares"), regardless of whether they exclude themselves from the class action settlement. The PAGA Shares will be calculated based on the Aggrieved Employee's proportionate number of Pay Periods worked during the PAGA Period, by multiplying the portion of the PAGA Payment allocated to Aggrieved Employees by a fraction, the numerator of which is the Aggrieved Employee's total Pay Periods worked

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during the PAGA Period, and the denominator of which is the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period.

11. The remaining Net Settlement Amount will be distributed to each Participating Settlement Class Member 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 Participating 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.

111. Defendant's payroll records shall control, but Participating Class Members will have the right to challenge the number of Workweeks identified for them. The Parties agree that for administrative purposes, and for purposes of allocation of the Net Settlement Amount under this paragraph only, Workweeks may, but need not, be determined by determining the number of days between an employee's hire and termination dates, dividing by 7, and rounding up to the nearest whole number. The Parties further agree that where necessary based on the records reasonably necessary, reasonable extrapolation is permitted in order to calculate a Participating Class Member's allocated Workweeks. This allocation will not apply to calculating Workweeks pursuant to Paragraph III.C.5.

3. **Withholding.**

a. Subject to approval by the Court, 20% of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2.

b. Subject to approval by the Court, 40% of each Participating Class Member's Settlement Share is in settlement of claims for interest and 40% of each Participating Class Member's Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

c. If the Court requires a different allocation of the Settlement Shares to the Wage Portion and Non-Wage Portion, then this Agreement shall be deemed to be amended to comply with the Court's required allocation without need for the Parties to

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execute any amendment to the Agreement.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, except that if a Non-Participating Class Member is an Aggrieved Employee, they shall nonetheless receive their PAGA Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares (net of any applicable PAGA Share) will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

5. **Workweek Modification.** Defendant has represented that Class Members collectively worked approximately 10,230 Workweeks during the Class Period, based on the available records as well as reasonable extrapolation within the relevant time period. If the total Workweeks during the Class Period is 10% higher than 10,230 (i.e., 11,253 workweeks), then Defendant shall have the option to either: (1) de-escalate the settlement so that the Class Period ends on the date that the Workweeks count totals no more than 11,253 and the PAGA Period will end on the same date as the Class Period; or (2) permit the Gross Settlement Amount to be increased proportionally by the Workweeks in excess of 10% (11,253) (the "Escalator Clause").

D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Apex Class Action LLC as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

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The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.

b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit D to this Agreement and incorporated by reference into this Agreement.

c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

d. The Preliminary Approval Motion shall be supported a declaration from Defendant's counsel stating (i) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case.

e. To assist the Court in determining whether the Class Notice Packet are drafted in a manner that is likely to be readily understood by the Class, the Preliminary Approval Motion shall be supported by a declaration of Defendant on personal knowledge concerning the

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likely age, education, and experience of Class Members, and of their ability to read and comprehend English.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

   a. No later than 14 calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. The Settlement Administrator shall not provide the Class Data to Class Counsel absent express authorization from Defendant. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

   b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

   c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 14 calendar days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with

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Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

e. Not later than 10 calendar days before the date by which Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks Allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to Workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator,

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postmarked not later than 45 calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. The Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with a copy of any written objections received. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Non-Participating Class Members shall have no ability to comment on or object to the Settlement, except as provided in Paragraph III.E.3.c *infra* with regard to objections made to the PAGA portion of the Settlement.

b. **Disputes as to Workweeks.** Each Class Member shall also have 45 calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number of Workweeks the Class Notice allocates to them during the Class Period and the number of Pay Periods the Class Notice allocates to them during the PAGA Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable.

c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than 45 calendar days after the Settlement Administrator mails the Class Notice Packets, a signed letter or Exclusion Form attached as Exhibit C, setting forth their name and a statement that they request exclusion from the class and do not wish to participate in the settlement ("Election Not to Participate"). To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. The Parties acknowledge and agree that for purposes of the PAGA and

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Judgment, all Aggrieved Employees were allegedly aggrieved in the same manner pursuant to Labor Code § 2698, *et. seq.,* in that each Aggrieved Employee allegedly suffered at least one of the alleged Labor Code violations asserted in the First Amended Complaint for which the PAGA provides an available remedy. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy),* 46 Cal. 4th 969, and *Cardenas v. Mclane Foodservice, Inc.,* 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011), individuals otherwise meeting the definition of Aggrieved Employees who exclude themselves from the Class Settlement, nonetheless shall be bound by the Judgment of the PAGA claim and will receive their PAGA Share. A Non-Participating Class Member will otherwise not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement except as to the right of any Aggrieved Employee, to the extent required by law, to object to the terms of the PAGA portion of this Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

d. **Report.** Not later than 10 calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

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e. **Right of Defendant to Reject Settlement.** If more than ten percent (10%) of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the sole right, but not the obligation, to void the Settlement, in which case the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will be solely responsible for all Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph. Defendant must notify Class Counsel and the Court whether it is exercising its right pursuant to this Paragraph not later than 14 calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.

4. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant. The parties agree that this clause does not, however, preclude Defendant from requiring an individual to exclude themselves from the Settlement as part of a separately negotiated individual settlement and release agreement that includes the claims covered by this Settlement.

5. **Additional Briefing and Final Approval.**

a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than 16 court days before the scheduled Final Approval Hearing.

b. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

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c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this Paragraph.

d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit E. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and its respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari,* or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and

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propose a revised Settlement for the approval of the Court not later than 14 calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this Paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

8. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money (including its share of employer-side payroll taxes) with the Settlement Administrator within 14 calendar days of the Effective Date. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the LWDA Payment, and payroll tax payment and remittance to relevant taxing authorities, in accordance with this Agreement.

9. **Uncashed Settlement Share Checks.** A Participating Class Member and/or Aggrieved Employee must cash his or her Settlement Share or individual portion of the PAGA Payment check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member or Aggrieved Employee at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, Linkedln and Facebook. If a Participating Class Member or Aggrieved Employee's Settlement Share check is not cashed within 120 calendar days after its last mailing to the Participating Class Member or Aggrieved Employee, the Settlement Administrator will also send the affected Participating Class Member or Aggrieved Employee a notice informing him or her that unless the check is cashed in the next 60 calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this interim notice, the Settlement Administrator will keep an accounting of such funds, including the identification of the Class Member. The Settlement Administrator will then disburse said funds to the State of California State Controller's Office, in the Class Member's name to be held as unclaimed property for the Class Member. In such event, the Class Member will nevertheless remain bound by the Settlement and the releases contained herein. The Parties agree that this disposition results

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in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and/or Aggrieved Employees, whether or not they all cash their Settlement Share and/or individual portion of the PAGA Payment checks.

10. **Final Report by Settlement Administrator to Court.** Within 10 calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

F. **Release of Claims.**

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.

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.

3. **Plaintiff.** Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount (plus employer-side payroll taxes), Plaintiff and each of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time (except as specified below), including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below. ("Plaintiff's Releases.") Plaintiff's Releases do not extend to any claims or action to enforce this Agreement, or to any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, retaliation (including claims alleged in Riverside Superior Court Case No. CVPS2403073), unemployment insurance, disability, social security, workers' compensation. Plaintiff acknowledges that Plaintiff may hereafter discover facts or law difference from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery

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of them.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Releases and as partial consideration for the Class Representative Service Payment,, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542, with regard to her wage claims only, of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

H. **Limitation on Public Statements About Settlement.** The Parties agree that Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement to members of the press, including to Verdicts and Settlements. Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiff agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations, including communicating with class members. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement. The Parties and their counsel shall refrain from publicly disparaging any of the other parties or counsel, including the Released Parties, or taking any public action designed or reasonably foreseeable to cause harm to the public perception of any of the Released Parties regarding any issue related in any way to the Action or the Settlement, but nothing herein is intended to prevent any party or their counsel, should it be required in connection with official court proceedings in other actions, from discussing the Settlement.

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I. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate, and that settlement of this Action by way of a class action in no way waives Released Parties' defenses in another action with respect to an individual's waiver of rights to file a class and/or collective action. The parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiffs claims do not have merit or that class action is inappropriate.

b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or

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administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Confidentiality.** Except as explicitly provided for herein (see section called "Continuing Jurisdiction") the terms of this settlement will be kept confidential until they are finally memorialized in a complete settlement agreement and filed with the court for preliminary approval. Class Counsel shall do nothing to publicize this settlement or use it for marketing purposes, including on web sites and on the Internet and in any form of electronic or no-electronic press whatsoever, although this confidentiality obligation shall not be construed to interfere with Class Counsel's communications with settlement class members and will not preclude Class Counsel from referring to the settlement in any future Court filings in support of class certification and/or prevailing party attorneys' fees and/or settlement approval.

3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

4. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

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5. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

6. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

7. **Modification of Agreement.** Except as set forth in Paragraph III.C.5 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties' counsel.

8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.

10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms- length negotiations, taking into account all relevant factors, current and potential.

12. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within 30 calendar days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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14. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

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

To Defendant:

Ted Bacon
Frost Brown Todd LLP
235 Pine Street, Ste. 2300
San Francisco, CA 94104
213.629.7076
tbacon@fbtlaw.com

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign) or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

16. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation until the earlier of the Effective Date or the reopening of renewed discovery.

17. **Continuing Jurisdiction.** The Parties hereby stipulate that the Court may, upon proper motion and good cause showing, enter judgment on the terms set forth herein. The Settlement shall be admissible to the Court,

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and not subject to the Confidentiality provision contained herein, in the event of an enforcement action. The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement. If any party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to her/its reasonable attorneys' fees and costs.

ACCEPTED AND AGREED:

Dated: November 20, 2025

Plaintiff Maria Gonzalez

Dated: November 20, 2025

Vacation Internationale, Inc.

Clark Duellman

Printed Name

Secretary / General Counsel

Title

AGREED AS TO FORM AND CONTENT:

Dated: November 19, 2025

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
Justice For Workers, P.C.
Attorneys for Plaintiff Maria Gonzalez

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Dated: November 21, 2025

Ted Bacon
Frost Brown Todd LLP
Attorneys for Defendant Vacation Internationale, Inc.

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EXHIBIT A

Maria Gonzalez v. Vacation Internationale, Inc.
SETTLEMENT ADMINISTRATOR
INSERT

IMPORTANT LEGAL MATERIALS

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 $<<EstimatedAward>>
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 at any time during the Class Period May 24, 2020 through DECEMBER 21, 2025 OR THE DATE OF PRELIMINARY APPROVAL, WHICHEVER DATE IS EARLIER.

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 PRELIMINAY APPROVAL DATE.

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 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, alleging 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 his 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 at any time during the Class Period May 24, 2020 through DECEMBER 21, 2025 OR THE DATE OF PRELIMINARY APPROVAL, WHICHEVER DATE IS EARLIER.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on PRELIMINAY APPROVAL DATE, 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 $15,000.00 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 OR THE DATE OF PRELIMINARY APPROVAL, WHICHEVER DATE IS EARLIER (the "Class Period").

Your estimated Settlement payments is <<Estimated Payment>>.

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 INSERT DATE 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 FINAL APPROVAL HEARING, 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 [INSERT OBJECTION DEADLINE], 45 days after the date of mailing of this Notice:

- Settlement Administrator:

Apex Class Action LLC
INSERT SETTLEMENT ADMINISTRATOR CONTACT

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
INSERT SETTLEMENT ADMINISTRATOR CONTACT

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 [EXCLUSION DEADLINE], 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 Defendant' records, your number of workweeks worked during the Class Period is <<Workweeks Worked>>. 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 [INSERT DISPUTE DEADLINE], 45 days after the date of mailing of this Notice.

Apex Class Action LLC
INSERT SETTLEMENT ADMINISTRATOR CONTACT

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 his 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 his service award can be viewed at the Courthouse after INSERT DATE OF FINAL APPROVAL FILING, 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 INSERT DATE OF FINAL APPROVAL FILING, 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 FINAL APPROVAL HEARING 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), 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
INSERT SETTLEMENT ADMINISTRATOR CONTACT

You may also contact the attorneys for the Class, whose names and contact information is 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

EXHIBIT B

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 INSERT DATE, 2026, TO
Apex Class Action LLC
ADMINISTRATOR ADDRESS

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: _____

EXHIBIT C

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 INSERT DATE, 2026, TO:
Apex Class Action LLC
INSERT ADMINISTRATOR CONTACT

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: _____

EXHIBIT D

JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
E-Mail: jramli@justiceforworkers.com
9575 Bolsa Ave
Westminster, CA 92683
Tel: 323-922-2000
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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]

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING A FINAL APPROVAL HEARING

Date: INSERT, 2026
Time: 8:30 a.m.
Dept.: 1
Reservation No.: INSERT

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

On May 24, 2024, Plaintiff Maria Gonzalez ("Plaintiff") filed a Class Action Complaint against Defendant Vacation Internationale, Inc. ("Defendant") in Riverside Superior Court, Case No. CVRI2402850 (the "Action"). In the operative First Amended Complaint ("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) unreimbursed business expenses; (8) unfair competition; and (9) violation of the California Private Attorneys General Act ("PAGA"). Plaintiff now seeks approval of a settlement between Plaintiff and Defendant for the class and PAGA claims alleged in the Operative Complaint.

After engaging in informal discovery and obtaining the putative class members' data and performing a damage analysis, the parties engaged in a full day mediation with mediator Barry Appell, Esq., which ultimately resulted in a settlement.

Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement was filed with the Court on INSERT, 2025. A hearing was held before this Court on INSERT, 2026.

The Court has considered the Class Action and PAGA Settlement Agreement between Plaintiff and Defendant (the "Settlement Agreement"), the Class Notice and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement;

2. The Class Representative and Defendant, through their counsel of record in the Actions, have reached an agreement to settle all claims in the Actions on behalf of the Class as a whole;

3. The Court hereby conditionally certifies the following Class for settlement purposes only:

> "All current and former non-exempt employees who worked for Defendant in California at any time at any time during the Class Period of May 24, 2020 through DECEMBER 21, 2025 OR THE DATE OF PRELIMINARY APPROVAL (the "Class" or "Class Members")

(Settlement Agreement ¶¶ I.C. & I.I.)

Should for whatever reason the Settlement Agreement and Judgment not become Final, the fact that the parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, as to any action between the Plaintiff and Defendant.

4. The Court appoints and designates: (a) Plaintiff as the Class Representative and (b) William Sung, Tiffany Luu, and Joseph C. Ramli of Justice for Workers, P.C. as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

5. The Court hereby approves the terms and conditions provided for in the Settlement Agreement.

6. The Court hereby preliminarily approves the Settlement Agreement and the Gross Settlement Amount of $260,000.00, which is to be distributed as follows: out of the Gross Settlement Amount, (a) up to $10,000.00 is to be paid to the Class Representative for his services to the Class; (b) a total of up to $86,666.67 to be paid to Class Counsel for attorneys' fees and up to $20,000.00 reimbursement of actual costs incurred; (c) $20,000.00 for PAGA Penalties (75% of which will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% to Aggrieved Employees; and (d) the Settlement Administrator shall be paid for its fees and costs relating to the settlement administration process in the amount of up to $6,490.00.

7. The Court finds that on a preliminary basis the Settlement Agreement appears to be within the range of reasonableness of a settlement, Class Representative service award, Class Counsel fees and costs, the settlement administration fees, and the allocation of payments to Qualified Claimants, that could ultimately be given final approval by this Court. It appears to the

Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that extensive and costly investigation, research, and court proceedings have been conducted so that counsel for the parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Litigation. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

8. A hearing (the "Final Approval Hearing") shall be held before this Court on INSERT, 2026 at 8:30 a.m. in Department 1 of the Superior Court of the State of California, County of Riverside to determine all necessary matters concerning the Settlement Agreement, including whether the proposed settlement of the action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court and whether a Judgment, as provided in the Settlement Agreement, should be entered herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs and the Class Representative's service award shall also be held.

9. The Court hereby approves, as to form and content, the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), Request for Exclusion Form ("Opt Out Form") and Objection Form ("Objection Form") that are attached as Exhibits A, B and C to this Order. Exhibits A, B and C shall be distributed to Class/PAGA members in English and Spanish Versions.

10. The Court appoints and designates Apex Class Action LLC as the Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the approved Class Notice, Opt Out Form and Objection Form within 28 calendar days of the Preliminary Approval Order using the procedures set forth in the Settlement Agreement. The Settlement Administrator is further ordered to file with the Court a declaration with copies of any exclusions or objections it received to the proposed settlement concurrently with the filing of the Motion for Final Approval of the Settlement.

11. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by following the instructions for requesting exclusion. Any person who timely and properly opts out of the settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any Opt Out request must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the and Class Notice. Any Opt Out request must be sent to the Settlement Administrator and not filed with the Court. Class Members who have not requested exclusion by submitting a valid and timely Opt Out request, by the Opt Out Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

12. Any Class Member may object to and/ or express his or her views regarding the Proposed Settlement and may present evidence and briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice to the Settlement Administrator. Any Class Member must make his or her objection in the manner provided for in the Settlement Agreement and Class Notice. Any objection request must be sent to the Settlement Administrator and not filed with the Court. Any Class Member that serves a proper written objection does not need to appear at the Motion for Final Approval for that Class Member's objection to be considered. Class Counsel will provide notice to any objecting party of any continuance of the hearing of the Motion for Final Approval by first class mail.

13. Defendant must exercise any right it may have to terminate the Settlement. Agreement by no later than fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.

14. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the Final Approval Hearing.

15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is continued, Class Counsel will provide notice to any objecting party of any continuance of the hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to

consider all further applications arising out of or connected with the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____, 2026

_____

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT E

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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]

[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DATE: INSERT
TIME: 8:30 a.m.
DEPT: 1

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

This matter having come before this Court for hearing on _____, 2026 at 8:30 a.m. on Plaintiff Maria Gonzalez's ("Plaintiff") unopposed Motion for Final Approval of Class Action Settlement, as set forth in the Class and PAGA Action Settlement Agreement between Plaintiff and Defendant Maria Gonzalez ("Defendant"), filed on _____, 2026 titled "Notice of Filing Class Action and PAGA Settlement Agreement" ("Settlement Agreement"). Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement and Setting Final Approval Hearing ("Preliminary Approval Order"), adequate notice having been given as required in said Order, and the Court having considered all papers filed and proceedings had herein, and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

The Court has jurisdiction over the subject matter of the action and all parties.

Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of $260,000.00 and the terms set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified herein and for purposes of this Order, the terms used in this Order have the meaning assigned to them in the Settlement Agreement and Notice of Pendency of Class Action Settlement and Proposed Settlement ("Class Notice").

The Court has determined that the Class Notice provided to the Class pursuant to the Preliminary Approval Order fully and accurately informed all Class Members of the material elements of the proposed Settlement, constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to all Class Members.

The Court hereby grants full, unconditional and final approval of the Settlement as fair, reasonable and adequate in all respects, determines that the Settlement was made in good faith and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement. The Court further finds that the Settlement was the result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an

experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant, including the Settlement Shares to be paid to Participating Class Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

The Court hereby grants final approval of attorneys' fees in the amount of $86,666.67 that will be paid to Justice for Workers, P.C.

The Court hereby grants final approval of attorneys' costs in the amount of $_____ to Class Counsel that will be paid to Justice for Workers, P.C.

The Court hereby grants final approval of a service award in the amount of $10,000.00 to Plaintiff, in addition to his Settlement Share as a Participating Class Member, for his time and effort serving as the Class Representative.

The Court hereby grants final approval of the PAGA Payment in the amount of $20,000.00 with 75% or $15,000.00 to be paid to the Labor Workforce Development Agency and 25% or $5,000.00 to be paid to the Aggrieved Employees.

The Court also hereby approves payment of $6,490.00 to Apex Class Action LLC, the appointed Settlement Administrator, for the services it has rendered and will render in administering the Settlement as described more fully in the Settlement Agreement.

The Court hereby finds that the Class Notice and all related documents have been mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly and adequately described the terms of the proposed Settlement Agreement, the manner in which Class Members could object to or participate in the Settlement, and the manner in which Class Members could opt out of the Class; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a full and fair opportunity has been afforded to Class Members to participate in the proceedings convened to determine whether the proposed Settlement Agreement should be given final approval. Accordingly, the Court hereby determines that all Class Members who did not file a timely and proper request to be excluded from the Settlement are bound by this Order.

The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the Class, Plaintiff and Defendant. The Court further finds that the Settlement is the product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and involvement of an experienced mediator, and confers a significant financial benefit to the Class commensurate with the likely recovery if Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the Settlement Agreement is consistent with public policy, and fully complies with all applicable provisions of law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the Participating Class Members and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial all support the Court's decision granting final approval. The following factors also support the decision granting final approval: the risk, expense, complexity and likely duration of further litigation; the risk of attaining and maintaining class action status throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

The reaction of the Class Members to the proposed Settlement further supports the Court's decision granting final approval. There are _____ requests for exclusion from the Settlement served by _____. These individuals shall not be subject to the release provided by Participating Class Members. Also, no objections have been submitted to the Settlement by any of the Class Members.

The Settlement Administrator shall calculate and administer from the Gross Settlement Amount the following, all of which shall be deducted from the Gross Settlement Amount: Settlement Shares to be made to the Participating Class Members, Attorney's Fees and Expenses Payment to Class Counsel, the LWDA Payment, the Class Representative Service Payment, and the Settlement Administration Expenses. A total of $_____ will be distributed to the Participating Class Members, which the Court hereby fully and finally approves. The Settlement Administrator is hereby directed to mail the Settlement Shares in envelopes that bear the notation,

"YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and take all other actions in furtherance of the settlement administration as specified in the Settlement Agreement.

The releases, waivers and covenants not to sue by Plaintiff, as set forth in the Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by reference and made a part of this Order as though fully set forth herein. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the Settlement, Plaintiff waive and release the Released Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order and Judgment.

By means of this Final Approval Order, final judgment is entered, as defined in section 577 of the California Code of Civil Procedure, binding each Participating Class Member and operating as a full release and discharge of Released Class Claims and binding the State of California and Plaintiff as a full release and discharge of Released PAGA Claims. All rights to appeal this Order or the Judgment have been waived except as specifically permitted in the Settlement Agreement.

Nothing in this Order and Judgment shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order.

Participating Class Members shall have one-hundred eighty (180) days from the date of issuance of the check to negotiate the check. If (i) any of the class members are current employees of the defendant, (ii) the distribution mailed to those employees is returned to the administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the administrator shall arrange with the defendant to have those distributions delivered to the employees at their place of employment.

The funds from any checks returned as undeliverable, and any checks not negotiated within 180 days, shall be transmitted California State Controller's office in the name of the class member.

A compliance hearing is set for _____ a Nonappearance Hearing in Department 1 of the above-referenced Court. At least five (5) court days prior to the compliance hearing, the Settlement Administrator will provide declaration to the Court that shall describes (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those

uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

Without affecting the finality of the Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement Agreement.

The Parties and Settlement Administrator are hereby ordered to implement and comply with the terms of the Settlement Agreement. Notice of entry of this Order and Judgment shall be given by Class Counsel on behalf of Plaintiff and all Participating Class Members by posting a copy on the Settlement Administrator's website. Settlement Administrator will provide the following notation on check stubs mailed to class members "The Judgment was entered on _____, 2026 and you can view a copy of the judgment at _____."

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2026

_____

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT 2

JUSTICE FOR WORKERS, P.C.
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Attorneys for Plaintiff MARIA GONZALEZ

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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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

[~~AMENDED PROPOSED~~ Amended ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING A FINAL APPROVAL HEARING

DATE: June 3, 2026
TIME: 8:30 a.m.
DEPT: 1
Reservation No.: 134117362285

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

On May 24, 2024, Plaintiff Maria Gonzalez ("Plaintiff") filed a Class Action Complaint against Defendant Vacation Internationale, Inc. ("Defendant") in Riverside Superior Court, Case No. CVRI2402850 (the "Action"). In the operative First Amended Complaint ("FAC"), Plaintiff, on behalf of herself and all allegedly similarly situated individuals, alleges the following causes of action: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; (8) Unfair Competition; and (9) Civil Penalties Under the California Private Attorneys General Act ("PAGA"). Plaintiff now seeks approval of a settlement between Plaintiff and Defendant for the class and PAGA claims alleged in the FAC.

After engaging in informal discovery and obtaining putative class members' data and performing a damage analysis, the parties engaged in a full day mediation with mediator Barry Appell, Esq., which ultimately resulted in a settlement.

Plaintiff's Motion for Preliminary Approval of Class Action Settlement was filed with the Court on March 3, 2026. A hearing was held before this Court on June 3, 2026.

The Court has considered the Class Action and PAGA Settlement Agreement between Plaintiff and Defendant (the "Settlement Agreement"), the Class Notice and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement;

2. The Class Representative and Defendant, through their counsel of record in the Action, have reached an agreement to settle all claims in the Action on behalf of the Class Representative and the Class as a whole;

3. The Court hereby conditionally certifies the following Class for settlement purposes only:

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

(Settlement Agreement ¶¶ I.C. & I.I.)

Should for whatever reason the Settlement Agreement and Judgment not become Final, the fact that the parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, as to any action between the Plaintiff and Defendant.

4. The Court appoints and designates: (a) Plaintiff as the Class Representative and (b) William Sung, Tiffany Luu, and Joseph Ramli of Justice for Workers, P.C. as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

5. The Court hereby approves the terms and conditions provided for in the Settlement Agreement.

6. The Court hereby preliminarily approves the Settlement Agreement and the Gross Settlement Amount of $260,000.00, which is to be distributed as follows: out of the Gross Settlement Amount, (a) up to $10,000.00 is to be paid to the Class Representative for his services to the Class; (b) a total of up to $86,666.67 shall be paid to Class Counsel for attorneys' fees and up to $20,000.00 reimbursement of actual costs incurred; (c) $13,000.00 for PAGA Penalties (75% of which will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% to the aggrieved employees) and (d) the Settlement Administrator shall be paid for its fees and costs relating to the settlement administration process in the amount of up to $6,490.00.

7. The Court finds that on a preliminary basis the Settlement Agreement appears to be within the range of reasonableness of a settlement, Class Representative Service Payment, Class Counsel fees and costs, Settlement Administration Expenses, and the allocation of payments to Class Members, that could ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class

Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that extensive and costly investigation, research, and court proceedings have been conducted so that counsel for the parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

8. A hearing (the "Final Approval Hearing") shall be held before this Court on November 16, 2026 at 8:30 a.m. in Department 1 of the Superior Court of the State of California, County of Riverside to determine all necessary matters concerning the Settlement Agreement, including whether the proposed settlement of the action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court and whether a Judgment, as provided in the Settlement Agreement, should be entered herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs and the Class Representative's Service Payment shall also be held.

9. The Court hereby approves, as to form and content, the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), Request for Exclusion Form ("Opt Out Form") and Objection Form ("Objection Form") that are attached as Exhibits A, B and C to this Order.

10. The Court appoints and designates Apex Class Action LLC as the Settlement Administrator. The Court hereby directs the Settlement Administrator to mail to Class Members the approved Class Notice, Opt Out Form and Objection Form in English and Spanish and within 28 calendar days of the Preliminary Approval Order using the procedures set forth in the Settlement Agreement. The Settlement Administrator is further ordered to file with the Court a declaration with copies of any exclusions or objections it received to the proposed settlement concurrently with the filing of the Motion for Final Approval of the Settlement.

11. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by following the instructions for requesting exclusion. Any person who timely and properly opts out

of the settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any Opt Out request must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice. Any Opt Out request must be sent to the Settlement Administrator and not filed with the Court. Class Members who have not requested exclusion by submitting a valid and timely Opt Out request, by the Opt Out Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

12. Any Class Member may object to and/or express his or her views regarding the Proposed Settlement and may present evidence and briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice to the Settlement Administrator. Any Class Member must make his or her objection in the manner provided for in the Settlement Agreement and Class Notice. Any objection request must be sent to the Settlement Administrator and not filed with the Court. Any Class Member that serves a proper written objection does not need to appear at the Motion for Final Approval for that Class Member's objection to be considered. Class Counsel will provide notice to any objecting party of any continuance of the hearing of the Motion for Final Approval by first class mail.

13. Defendant must exercise any right it may have to terminate the Settlement Agreement by no later than fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.

14. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the Final Approval Hearing.

15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is continued, Class Counsel will provide notice to any objecting party of any continuance of the hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement.

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IT IS SO ORDERED.

DATED: June 3, 2026

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

Maria Gonzalez v. Vacation Internationale, Inc.
SETTLEMENT ADMINISTRATOR
INSERT

IMPORTANT LEGAL MATERIALS

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 $<<EstimatedAward>>
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 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 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, alleging 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 his 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 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 $15,000.00 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 are <<Estimated Low and High Payments>>.

Your estimated Settlement Share is <<Estimated Payment>>.

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 [INSERT OBJECTION DEADLINE], 45 days after the date of mailing of this Notice:

- Settlement Administrator:

  Apex Class Action LLC
  INSERT SETTLEMENT ADMINISTRATOR CONTACT

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
INSERT SETTLEMENT ADMINISTRATOR CONTACT

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 [EXCLUSION DEADLINE], 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 Defendant' records, your number of workweeks worked during the Class Period is <<Workweeks Worked>>. 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 [INSERT DISPUTE DEADLINE], 45 days after the date of mailing of this Notice.

Apex Class Action LLC
INSERT SETTLEMENT ADMINISTRATOR CONTACT

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 his 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 his 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
INSERT SETTLEMENT ADMINISTRATOR CONTACT

You may also contact the attorneys for the Class, whose names and contact information is 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

EXHIBIT B

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 INSERT DATE, 2026, TO
Apex Class Action LLC
ADMINISTRATOR ADDRESS

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: _____

EXHIBIT C

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 INSERT DATE, 2026, TO:
Apex Class Action LLC
INSERT ADMINISTRATOR CONTACT

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: _____

EXHIBIT 3

JUSTICE FOR WORKERS

Maria Gonzalez v. Vacation Internationale, Inc.
Riverside Superior Court, Case No.: CVRI2402850

Date	Description of Cost Item	Invoice #	Amount
5/24/2024	Initial PAGA Notice	LWDA-CM-1030441-24	$75.00
5/24/2024	Certified Mail Cost for Mailing PAGA Letter and LC Request to Def.	7022 2410 0001 8622 3970	$8.69
5/28/2024	Complaint for Other Employment (Over $35,000)	9716296	$1,507.66
6/13/2024	Service of Process Fee to Serve Def.	9808187	$82.40
6/21/2024	e-Filing Fee for Proof of Service	9838976	$14.16
7/24/2024	e-Filing Fee for Case Management Statement	10060303	$14.16
8/6/2024	e-Filing Fee for First Amended Complaint	10123623	$14.16
8/28/2024	e-Filing Fee for Case Management Statement	10294326	$14.16
12/31/2024	e-Filing Fee for Case Management Statement	11023968	$15.76
2/20/2025	e-Filing Fee for Joint Statement of Case	11374906	$15.76
5/22/2025	e-Filing Fee for Joint Statement of Case	12008321	$15.76
10/13/2025	Expert Fee for Extracting PDF ADP Payroll Registers into Excel Format	3708	$1,350.00
10/20/2025	Expert Fee for Mediation Data Analysis	1923	$800.00
10/22/2025	Plaintiff's Share of Mediation Fee	99E1308	$7,825.00
11/22/2025	e-Filing Fee for Stipulation and Order	13418786	$36.36
1/28/2026	e-Filing Fee for Stipulation and Order	13870225	$37.57
3/13/2026	e-Filing Fee for Declaration	14177341	$16.87
3/13/2026	e-Filing Fee for Motion for Preliminary Approval of Class Action Settlement	14172539	$78.97
3/26/2026	e-Filing Fee for Stipulation and Order	14348259	$37.57
6/30/2026	e-Filing Fee for Proposed Order (After Hearing)	14949524	$16.87
6/30/2026	Riverside Document Download Fee for Order		$12.00
7/22/2026	e-Filing Fee for Proposed Order	15186627	$16.87
Estimated Future Cost	e-Filing Fee Motion for Final Approval	N/A	$78.97
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	$16.87
Estimated Future Cost	e-Filing Fee for Declaration re Distribution	N/A	$16.87
		TOTAL	**$12,118.46**

EXHIBIT 4