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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 04 2026

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**
11

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

14 Plaintiff,

15 vs.

16 VACATION INTERNATIONALE, INC., a
17 Washington corporation; and DOES 1 through
18 50,

19 Defendants.
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Case No.: CVRI2402850

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

Amended
~~[AMENDED PROPOSED]~~ 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

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

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

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

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

18 NOW THEREFORE, IT IS HEREBY ORDERED:

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

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

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

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

28 (Settlement Agreement ¶¶ I.C. & I.I.)

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

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

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

16 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
17 Settlement Amount of \$260,000.00, which is to be distributed as follows: out of the Gross
18 Settlement Amount, (a) up to \$10,000.00 is to be paid to the Class Representative for his services to
19 the Class; (b) a total of up to \$86,666.67 shall be paid to Class Counsel for attorneys' fees and up to
20 \$20,000.00 reimbursement of actual costs incurred; (c) \$13,000.00 for PAGA Penalties (75% of
21 which will be paid to the California Labor and Workforce Development Agency ("LWDA") and
22 25% to the aggrieved employees) and (d) the Settlement Administrator shall be paid for its fees and
23 costs relating to the settlement administration process in the amount of up to \$6,490.00.

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

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

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

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

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

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

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

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

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

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

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

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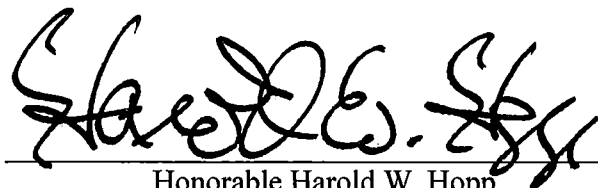
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IT IS SO ORDERED.

DATED

June 3, 2020



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: _____