


SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
ALLEN ET AL. V. SUNTREK TOURS, INC.
CASE NO. BC462363

CLAIM FORM: COMPLETE AND SIGN FOR MONETARY RECOVERY

CPT ID: «ID» 
«EmployeeName»
«Address1» «Address2»
«City» «State» «ZIP»
«IMBar Code»

Please provide current address (if different) here:

INSTRUCTIONS:

- 1. THIS CLAIM FORM IS FOR THE CLASS ACTION SETTLEMENTS DESCRIBED IN THE ACCOMPANYING NOTICE.**
- 2. IF YOU ARE ELIGIBLE FOR ONE OR BOTH OF THE SETTLEMENTS, YOU MUST TIMELY COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE APRIL 29, 2014, TO THE CLAIMS ADMINISTRATOR, CPT GROUP, INC. AT 16630 ASTON, IRVINE, CA 92606, TO RECEIVE YOUR SHARE OF THE MONETARY RECOVERY. *Alternatively*, you may also submit this form by timely e-mailing a copy of it to the claims administrator at the following e-mail address: suntreksettlement@cptgroup.com or faxing the same to the following fax number: 1-949-419-3446.**
- 3. YOU SHOULD ALSO MAINTAIN A COPY OF THIS AND ANY DOCUMENTS YOU SUBMIT TO THE CLAIMS ADMINISTRATOR ALONG WITH PROOF OF TIMELY MAILING AND/OR SUBMISSION.**

SETTLEMENT PAYMENT AND CLAIM INFORMATION: According to Defendant PEAK DMC North America's (also known as Intrepid Suntrek and formerly known as Suntrek Tours, Inc.) records, you are a member of the settlement class in the proposed settlement that is before the Los Angeles Superior Court, LASC Case Number BC462363 and therefore eligible to submit a claim for monetary payment. According to Defendant PEAK DMC's records, during the Class Period of May 25, 2007 through August 31, 2013, you either worked or are deemed¹ to have worked «**TotalCATourDays**» Tour Days in California. The proposed settlement allocates on average² approximately \$15.17 per Tour Day worked in California (not including days worked while in training) for each participating class member. According to Defendant PEAK DMC's records, during the Class Period of May 25, 2007 through August 31, 2013, you also either spent or are deemed to have spent «**TrainingDays**» days in training in California. The proposed Settlement allocates on average² approximately \$9.25 per each day of training in California for each participating class member. Thus, if you submit a claim, your share of the proposed settlement for all claims based on California law, including claims for alleged nonpayment of minimum wages under California law, the provision of allegedly noncompliant wage statements, and waiting time penalties would be approximately «**CAOnlyestAmount**».

However, because Group Leaders typically spend most of their time working outside of California, a substantial portion of the Settlement proceeds are allocated to claims for unpaid wages for work performed outside of the State of California. To receive additional money for days you worked for any of the Defendants during the time period of June 13, 2009 through August 31, 2013 outside of California, but within the United States, **you also must fully complete, sign and submit to the Claims Administrator the form titled CONSENT TO SUE UNDER THE FAIR LABOR STANDARDS ACT**, enclosed herewith, to compensate you for releasing claims you may have pursuant to the Federal Fair Labor Standards Act, 29 U.S.C. §§ 206 *et seq.* ("FLSA").

¹ The word "deemed" is used in this form, because the parties to the litigation agree that, due to a lack of verifiable business records between May 2007 and June 2009 (when Suntrek was a predecessor company), a certain number of Tour Days and training days were worked by members of the class. The precise details as to the numbers of days the parties agreed were worked by class members during the various years are set forth in the detailed settlement agreement and other documents on file with the court herein.

² The word "average" is used throughout this form, since the amount of pay varied from year to year; the amount paid in settlement varies from year to year, in proportion to the historical changes in wages paid.

According to Defendant PEAK DMC's records, during the Collective Class Period June 13, 2009 through August 31, 2013, you worked «**TotalFLSATourDays**» Tour Days outside of California. The proposed Settlement provides on average approximately \$2.88 per Tour Day worked outside of California between June 13, 2009 and August 31, 2013; thus, if you complete and submit the form entitled CONSENT TO SUE UNDER THE FAIR LABOR STANDARDS ACT, in addition to the estimated payment of «**CAOnlyestAmount**» for your potential claims based on California law, you will also receive an estimated payment of «**FLSAAmt**» for your potential claims under the FLSA.

The precise amount of money that you may be eligible to receive is not yet determined, but will depend upon a host of factors, including, but not limited to how long you worked for the Defendants, when you worked for the Defendants, the number of Class Members who participate in the settlement and the amounts the Court approves for the service fees to the Class Representatives and the attorneys' fees for Class Counsel.

CLAIM FOR LABOR CODE 2802- VEHICLE DAMAGE CLAIM:

Check this box if an amount for Vehicle Damage was deducted from your paycheck at any time during the Class Period of May 25, 2007 through August 31, 2013.

PLEASE CHECK THE BOX IN ONE OF THE TWO FOLLOWING PARAGRAPHS:

I AGREE with Defendant's calculation of the number of tour Days I worked both inside and outside of California as well as the number of training days as noted above.

OR

I DISAGREE with Defendant's calculation of the number of Tour Days I worked both inside and outside of California and/or the number of training days I believe that the actual number of Tour Days worked was _____ in California and _____ outside of California, and/or I believe the number of days I was in training in California was _____. I understand that I must submit a declaration under penalty of perjury to the Claims Administrator along with any evidence I may have in order to challenge the number of days for which I am credited. I understand that the Claims Administrator shall have the responsibility of resolving any disputes over the number of days worked, and its decision shall be final, subject to the discretion of the Los Angeles Superior Court.

CLAIM FOR MONETARY SETTLEMENT IN THE ALLEN SETTLEMENT:

I have reviewed the Class Notice and this Claim Form, including the information regarding the released claims included on the Class Notice. I agree to release and not to sue or otherwise make a claim against any of the Released Parties for any claims released under the Settlement Agreement, should the Settlement become final in this matter.

I declare under penalty of perjury under the laws of the United States and the State of California that the information I have provided on this Claim Form is true and correct.

X _____
(Sign your name here)

Date

Last Four Digits of Social Security Number

Former Names (if any)

Daytime Telephone Number

e-mail address (optional)

- IF YOU MOVE, PLEASE SEND THE CLAIMS ADMINISTRATOR, CPT GROUP, INC., YOUR NEW ADDRESS.
- IF YOU MAKE A VALID CLAIM, YOU SHOULD NOT EXPECT TO RECEIVE ANY PAYMENT UNTIL THE SETTLEMENT IS FINAL, WHICH LIKELY WILL OCCUR IN THE SUMMER OF 2014.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

IMPORTANT COURT NOTICE
PLEASE READ CAREFULLY

**THIS IS NOTICE OF A COURT-APPROVED
PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT**

To: All employees of PEAK DMC NORTH AMERICA (formerly known as SUNTREK TOURS, INC.), INTREPID SUNTREK, and/or INTREPID TRAVEL PROPRIETARY LTD. who worked as Group Leaders (also known as Trip Leaders, Tour Guides, Tour Leaders, and/or Group Leader trainees) in the United States during the time period from May 25, 2007 to August 31, 2013.

YOU MAY RECEIVE MONEY AS A RESULT OF A CLASS ACTION SETTLEMENT

WHY IS THIS NOTICE BEING SENT TO YOU?

1. This Notice is to inform you that a proposed settlement in *Philip Allen et al. v. Peak DMC North America, et al.*, Case No. BC462363 (the "Lawsuit"), has been reached by the parties to the Lawsuit and the settlement has been granted preliminary approval by the Los Angeles Superior Court, Honorable Mary H. Strobel, Dept. 32 presiding.
2. This is **not** a notice of a lawsuit against you. **You are not being sued.** If you are a current employee of Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, or Intrepid Travel Proprietary Ltd., your participation in the settlement shall not affect your employment with Peak DMC North America, Intrepid Suntrek, or Intrepid Travel Proprietary Ltd. in any way.
3. The Court has ordered this Notice be sent to you because you may be a Class Member in the Lawsuit and to inform you of the proposed settlement of the Lawsuit. The Notice is also intended (1) to describe how the settlement may affect you, including how the Settlement Fund is to be distributed; and (2) to advise you of your rights and options with respect to the settlement.

WHY YOU SHOULD READ THIS NOTICE

4. You should read this Notice because you may be entitled to receive money under this settlement.

WHAT IS A CLASS ACTION?

5. A class action is a lawsuit brought in a single court proceeding by one or more representative plaintiffs, also known as "class representatives," who assert claims and rights on behalf of other similarly-situated people.

SUMMARY OF THE CLAIMS AND ALLEGATIONS

6. Plaintiffs/Class Representatives Philip Allen, Brian Calder, and Tina Sabouri filed the Lawsuit against Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, and Intrepid Travel Proprietary Ltd., [hereinafter known as "Defendants"] alleging that they and all members of the class described above are entitled to recover money damages and penalties (primarily for unpaid for missed meal and rest breaks, and for other claims as well). Specifically, the currently operative Third Amended Complaint for damages and other relief is fashioned as a proposed California Class Action and a proposed FLSA Collective Action. It contains the following causes of action: (1.) Recovery of Unpaid Minimum Wages (LC Section 1194); (2.) Recovery of Unpaid Overtime Wages (LC Section 1194); (3.) Failure to Provide Meal Periods (LC Section 226.7); (4.) Failure to Provide Rest Periods (LC Section 226.7); (5.) Failure to Timely Furnish Accurate Itemized Wage Statements (Labor Code Section 226 (A)); (6.) Violations of Labor Code Section 203; (7.) Unfair Business Practices (B&PC §17,200 et seq.); (8) Violation of Labor Code section 2802 and (9.) Failure to Pay Minimum and Overtime Wages (Fair Labor Standards Act, 29 U.S.C. 206 and 216. Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, and Intrepid Travel Proprietary Ltd. vigorously deny the allegations and claims in the Lawsuit.

WHO IS ELIGIBLE TO RECEIVE MONEY UNDER THIS SETTLEMENT?

7. This settlement applies only to current and/or former employees of Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, or Intrepid Travel Proprietary Ltd. who are in **any** of the following categories ("Class Members"):

Group Leaders (also known as Trip Leaders, Tour Guides, Tour Leaders, and/or Group Leader trainees) [hereinafter “Class Position”] who worked for Defendants in the United States anytime during the time period from May 25, 2007 to August 31, 2013.

THE COURT HAS GRANTED PRELIMINARY APPROVAL TO THE SETTLEMENT

8. On February 4, 2014 the Court granted preliminary approval to a settlement of the Lawsuit. The Court has made no opinion on the merits of the Lawsuit and has only given preliminary approval to the settlement of the Lawsuit.

SUMMARY OF THE SETTLEMENT AGREEMENT

9. The description below is a summary of the material terms of the proposed settlement. You may obtain more information about the proposed settlement by contacting Class Counsel at the address listed below.

10. **Settlement Fund.** Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, and Intrepid Travel Proprietary Ltd., and the Plaintiffs/Class Representatives have agreed that, in order to fully and finally resolve the Lawsuit, Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, and Intrepid Travel Proprietary Ltd. will pay a maximum of One Million Four Hundred Thousand Dollars (\$1,400,000) (“Gross Settlement Amount” or “GSA”) in exchange for each Class Member releasing claims against them. After deducting from the GSA a payment to the Claims Administrator for administering and processing this settlement and a payment reimbursing Class Counsel for expenses fronted by them on behalf of the class (which collectively will not to exceed \$61,500), a service fee to be approved by the Court to the Plaintiffs/Class Representatives for their activities as plaintiffs (not to exceed \$7,500 each, or \$22,500 total), and Class Counsel’s attorney’s fees and costs (not to exceed \$462,000) to be approved by the Court, the amount left or the Net Settlement Amount (“NSA”) up to \$854,000 may be distributed with a guaranteed payout of \$470,000.00 to Class Members who have not timely excluded themselves from participating in the settlement.

Individual settlement payments to Settlement Class Members shall be paid from the NSA based on several formulas that will provide a fixed payment, less applicable state and federal withholding taxes, applicable payroll deductions, other deductions required by state and local law and social security withholdings, based on the number of days worked by each Class Member as explained in Paragraph 11 below.

11. **Payment Formula.**

After the NSA is established after deducting the administrative costs, a service fee to the Plaintiff, Class Counsel’s attorney’s fees and costs from the Settlement Fund, the remaining individual settlement payment for each Class Member will be determined as follows:

The NSA shall be divided into the following funds, the amounts of which shall be as follows: (i) \$7,500 will be deducted from the NSA and allocated specifically for repayment of allegedly unlawful deductions taken from paychecks for items such as insurance deductibles. Thereafter the remaining balance of the NSA (i.e. remaining NSA) shall be divided with approximately (ii) 48.7% of the remaining portion of the NSA constituting the Minimum Wage Payment Fund (which includes training pay), (iii) 12.4% of the remaining NSA constituting the Meal and Rest Break Fund, (iv) 14.6% of the remaining NSA constituting the Wage Statement Fund, and (v) 24.3% of the remaining NSA constituting the Waiting Time Penalty Fund. These percentages are approximate.¹

(1) Each Settlement Class Member will be paid from the Minimum Wage Payment Fund a portion of the NSA based on training days and for Tour Days worked or deemed² to have been worked in California for the relevant time frame (May 25, 2007 through August 31, 2013) and each Settlement Class Member who opts into the FLSA claim in this Action will be paid from the Minimum Wage Payment Fund a portion of the NSA in accordance with the individual Settlement Class Member’s Tour days worked or deemed to have been worked outside of California for the relevant time frame (June 13, 2009 through August 31, 2013). **To receive credit for days worked outside of California, Class Members must complete a FLSA Consent Form and opt into the FLSA portion of the settlement.** 24% of the Minimum Wage Fund is allocated to payments for days spent in training, and Settlement Class Members will be paid for training days based on the number of days they spent in training or are deemed to have spent in training.

(2) Each Settlement Class Member will be paid from the Meal and Rest Break Fund a portion of the NSA on a pro rata basis in accordance with the individual Settlement Class Member’s days worked as compared to the total number of days worked by all class members during the relevant time frame of May 25, 2007 to August 31, 2013.

¹ The term approximate is due to the fact that the numbers have been rounded to the nearest tenth of a percent.

² The parties to the litigation agree that, due to a lack of verifiable business records between May 2007 and June 2009 (when Suntrek was a predecessor company), a certain number of Tour Days and training days were worked by members of the class. The precise details as to the numbers of days the parties agreed were worked by class members during the various years are set forth in the detailed settlement agreement and other documents on file with the court herein.

(3) Each Settlement Class Member will be paid from the Wage Statement Fund a portion of the NSA on a pro rata basis based on the following formula: Each Class Member will be deemed to have received a wage statement for 15 Tour Days during which they were employed in a Class position. Thereafter, the product of the number of the individual Settlement Class Member's weekly wage statements during the relevant time frame (May 25, 2010 to August 31, 2013) will be multiplied by the amount of the fund divided by the total number of all class members' wage statements.

(4) Each Settlement Class Member who is no longer employed by Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, or Intrepid Travel Proprietary Ltd. as of the date of preliminary approval, and who worked for Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, or Intrepid Travel Proprietary Ltd. during the relevant time frame (May 25, 2008 to August 31, 2013), will be paid a pro-rata share of the Waiting Time Penalty Fund based on the total number of times the Settlement Class Members' employment with Defendants was terminated as compared to the total number of all Class Members terminated between May 25, 2008 to August 31, 2013.

For tax reporting purposes, the Parties have agreed that the amount paid to each Class Member shall be treated as follows:

- (1) Minimum Wage Payment Fund: 50% will be allocated to wages, 50% to interest.
- (2) Meal and Rest Break Fund: 50% will be allocated to wages, 50% to interest.
- (3) Wage Statement Fund: 100% will be allocated to penalties.
- (4) Waiting Time Penalty fund: 100% will be allocated to penalties.

However, neither the Parties nor the claims administrator can give you tax advice regarding this matter, and you are responsible for determining the correct payment of any taxes due under the settlement. It is recommended that you consult a tax advisor regarding this matter.

12. Attorneys' Fees for Class Counsel: Class Counsel will be paid from the Settlement Fund. Class Counsel will not ask for attorneys' fees and costs exceeding 33 1/3% (\$462,000) of the Settlement Fund. The actual amount awarded will be determined by the Court to ensure the amount of attorneys' fees and costs awarded are reasonable. This means that Class Members will not have to directly pay anything to Class Counsel.

HOW MUCH MONEY CAN YOU RECEIVE UNDER THIS SETTLEMENT?

13. According to Defendant PEAK DMC North America's (also known as Intrepid Suntrek and formerly known as Suntrek Tours, Inc.) records, you are a member of the settlement class in the proposed settlement that is before the Los Angeles Superior Court, LASC Case Number BC462363 and therefore eligible to submit a claim for monetary payment. According to Defendant PEAK DMC's records, during the Class Period of May 25, 2007 through August 31, 2013, you either worked or are deemed to have worked **«TotalCATourDays»** Tour Days in California. The proposed settlement allocates on average¹ \$15.17 per Tour Day worked in California (not including days worked while in training) for each participating class member. According to Defendant PEAK DMC's records, during the Class Period of May 25, 2007 through August 31, 2013, you also either spent or are deemed to have spent **«TrainingDays»** days in training in California. The proposed Settlement allocates on average \$9.25 per each day of training in California for each participating class member. Thus, if you submit a claim, your share of the proposed settlement for all claims based on California law, including claims for alleged nonpayment of minimum wages under California law, the provision of allegedly noncompliant wage statements, and waiting time penalties would be approximately **«CAOnlyestAmount»**.

However, because Group Leaders typically spend most of their time working outside of California, a substantial portion of the Settlement proceeds are allocated to claims for unpaid wages for work performed outside of the State of California. To receive additional money for days you worked for any of the Defendants during the time period of June 13, 2009 through August 31, 2013 outside of California, but within the United States, you also must fully complete, sign and submit to the Claims Administrator the form titled CONSENT TO SUE UNDER THE FAIR LABOR STANDARDS ACT, enclosed herewith, to compensate you for releasing claims you may have pursuant to the Federal Fair Labor Standards Act, 29 U.S.C. §§ 206 *et seq.* ("FLSA"). According to Defendant PEAK DMC's records, during the Collective Class Period June 13, 2009 through August 31, 2013, you worked **«TotalFLSATourDays»** Tour Days outside of California. The proposed Settlement provides on average \$2.88 per Tour Day worked outside of California between June 13, 2009 and August 31, 2013; thus, if you complete and submit the form entitled CONSENT TO SUE UNDER THE FAIR LABOR STANDARDS ACT, in addition to the estimated payment of **«CAOnlyestAmount»** for your potential claims based on California law, you will also receive an estimated payment of **«FLSAAmt»** for your potential claims under the FLSA.

¹ The word "average" is used here and throughout this notice, since the amount of pay varied from year to year. The amount paid in settlement varies from year to year in proportion to the historical changes in wages paid.

The precise amount of money that you may be eligible to receive is not yet determined, but will depend upon a host of factors, including, but not limited to how long you worked for the Defendants, when you worked for the Defendants, the number of Class Members who participate in the settlement and the amounts the Court approves for the service fees to the Class Representatives and the attorneys' fees for Class Counsel.

EFFECT OF THE SETTLEMENT - RELEASE OF ALL CLAIMS

14. **Release of Claims:** Upon the final approval by the Court of this proposed settlement, and except as to such rights or claims as may be created by this proposed settlement, the Class Members (other than those who file a Request for Exclusion) release and discharge Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, and Intrepid Travel Proprietary Ltd., jointly and severally, and any of their present and former parent companies, subsidiaries, shareholders, officers, owners directors, employees, agents, affiliates, servants, registered representatives, attorneys, insurers, successors and assigns, from all claims, known or unknown, under federal or state law, that were alleged or that reasonably could have arisen out of the facts alleged in this Lawsuit relating to unpaid wages and overtime, denial of meal and rest breaks, wage-statement violations, record-keeping violations, and "waiting time" or other statutory penalties, while working in a Class position during the Class Period. This release shall include, without limitation, any claim under the applicable Wage Order or under California Labor Code sections 201, 202, 203, 218.6, 226, 226.3 226.7, 510, 512, 558, 1194 *et seq.*, 1198, 2698 through 2699.5, 2802, or under Business and Professions Code section 17200 *et seq.* Moreover, Class Members who complete the FLSA Consent Form release any and all claims that relate to or arise out of those asserted in the Lawsuit which could have been brought under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* up to and including the date of the final court approval of the settlement.

15. **Conditions of the Settlement.** This settlement is conditioned upon the Court entering an order granting final approval to the settlement as being fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHAT YOU NEED TO DO IF YOU WANT TO RECEIVE MONEY UNDER THIS SETTLEMENT

16. **Any Class Member who wishes to receive the full amount of payment he or she may be eligible for under the settlement should return and fully complete both the Claim Form and the FLSA Consent Form included with this Notice.** Class Members who do not complete and send in Claim Form and the FLSA Consent Form postmarked by April 29, 2014 to the Claims Administrator, CPT Group, Inc., at the address below **will receive a settlement payment that is very likely less than the amount they would otherwise receive.** Your settlement payment will be mailed to you by the Claims Administrator following the Court granting final approval of the settlement.

17. If you have questions about the settlement, you may contact the Claims Administrator or Class Counsel. The Claims Administrator's contact information is:

Suntrek Administrator
c/o CPT Group, Inc.
16630 Aston
Irvine, CA 92606
Telephone: 1-855-810-2837
Facsimile: 1-949-419-3446
Email: suntreksettlement@cptgroup.com

18. If you are a Class Member and you want to receive money under this settlement, you will be bound by all of the provisions of the Settlement Agreement agreed to by the parties to the Lawsuit and preliminarily approved by the Court, including a release of all your claims that will prevent you from separately suing on your own behalf. Your settlement payment check must be cashed within one hundred eighty days (180) after it is issued. **A copy of the Settlement Agreement can be viewed on Class Counsel's, i.e. The Cullen Law Firm's website, www.CullenLegal.com.**

WHAT HAPPENS IF YOU DO NOTHING IN RESPONSE TO THIS NOTICE?

19. If a Class Member does nothing in response to this Notice, the Class Member will NOT receive a settlement payment and will be bound by all the terms of the settlement with respect to all claims asserted under state law. Therefore, the Class Member will not have the right to separately pursue any state law claims covered by this settlement if he/she does nothing.

WHAT SHOULD YOU DO IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT AND/OR WANT TO PURSUE YOUR OWN CLAIMS SEPARATELY FROM THIS CLASS ACTION LAWSUIT?

20. Class Members who do not want to participate in the settlement and/or want to pursue any individual claims separately from the Lawsuit must “opt out” of the settlement. Class Members may opt out of the settlement by mailing a Request for Exclusion from the settlement to the Claims Administrator at the address listed in paragraph 17 on or before April 29, 2014. Your written Request for Exclusion from the settlement must contain your name, address, telephone number and the last four digits of your Social Security Number and contain the signed statement in substantially the same form as follows: “Please exclude me from the proposed class in the Allen v. Peak DMC North America litigation.” The Request for Exclusion from the settlement must be signed by you and returned by mail to the Claims Administrator and postmarked on or before April 29, 2014.

21. If you choose to be excluded from this settlement, you will not receive any money as a result of the settlement and will not have any right to object to the settlement. All Requests for Exclusion that do not contain all the information set forth in Paragraph 20 or that are postmarked after April 29, 2014 will be disregarded. If you submit a late Request for Exclusion from the settlement, you will not be able to pursue any individual state law claims you may have separately from the Lawsuit.

WHAT SHOULD YOU DO IF YOU OBJECT TO THE SETTLEMENT?

22. **IF YOU HAVE AN OBJECTION TO ANY OF THE TERMS OF THE SETTLEMENT**, and have not submitted a Request for Exclusion, you can submit a written objection to the settlement. However, if the Court ultimately approves the settlement, you will still be bound by the terms of the settlement. You may both object to the settlement and receive money under this settlement if it is later finally approved by the Court.

23. To object to the settlement, you must file a written objection by April 14, 2014 with the Court, located at 111 N. Hill St., Los Angeles, CA 90012, and mail copies of your objection by certified mail at the same time to all of the attorneys listed in paragraphs 29, 30, and 31. Your objection should clearly explain why you object to the settlement, state each specific reason in support of your objection and any legal support for each objection and must state whether you (or an attorney on your behalf) intends to appear in Court on May 23, 2014 at 8:30 a.m., at which time the Court will address all objections and decide whether to grant final approval to the settlement. Your objection must also state your full name, address and the dates and position of your employment with Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, and/or Intrepid Travel Proprietary Ltd. **DO NOT TELEPHONE THE COURT.**

24. If you object to the settlement, you will remain a member of the Class and if the Court approves the settlement, you will be bound by the terms of the settlement in the same way and to the same extent as a Class Member who did not object to the settlement. Any member of the Class who does not timely file a written objection to the settlement in the manner provided above shall be deemed to have waived all such objections and shall be foreclosed from objecting (by appeal or otherwise) to the proposed settlement. Any Class Member who does not object to the proposed settlement does not need to appear at the final approval settlement hearing before the Court.

FINAL SETTLEMENT APPROVAL HEARING

25. The final approval hearing to be conducted by the Court to address the adequacy, reasonableness and fairness of the proposed settlement will be held on May 23, 2014 at 8:30 a.m. in Department 32 of the Los Angeles Superior Court located at 111 N. Hill St., Los Angeles, CA 90012. The final approval settlement hearing may be continued without further notice to you, and you are responsible for verifying the date of the final approval hearing if you wish to attend. **You are not required to attend the final approval hearing or file an objection to the proposed settlement but you may do either or both.** You may also appear at the final approval settlement hearing through your own attorney, if you desire, as explained in paragraph 23 above.

26. Any Class Member who does not validly and timely object in the manner provided above shall be deemed to have consented to the settlement, waived any and all objections thereto and forever foreclosed from making any objections (by appeal or otherwise) to the proposed settlement.

NO RETALIATION

27. The law prohibits Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, and Intrepid Travel Proprietary Ltd. from retaliating against an employee who exercises his/her rights regarding this proposed settlement.

Peak DMC North America (formerly known as Suntrek Tours, Inc.), Intrepid Suntrek, and Intrepid Travel Proprietary Ltd. have agreed they will not contact Class Members for the purpose of attempting to influence them to participate, or not to participate, in this settlement, will not take any adverse employment action, retaliate or discriminate against any Class Member who elects or indicates an intention to participate, or not to participate, in this settlement, and will not disclose the identities of any Class Member who elects or declines to participate in this settlement to any supervisory personnel employed by them, except as necessary to administer the settlement in good faith or for other reasonable business purposes.

WHAT TO DO IF YOU NEED ADDITIONAL INFORMATION

28. This Notice only summarizes this Lawsuit, the proposed settlement and related matters. For more information or if you have any questions regarding the settlement, you may contact the Class Counsel listed in paragraph 29 or Claims Administrator listed in paragraph 17. *Please do not contact the Clerk of the Court about this class action settlement.*

WHO REPRESENTS THE PARTIES?

29. The following attorneys (“Class Counsel”) represent the Class Members in the Lawsuit:

THE CULLEN LAW FIRM APC
Paul T. Cullen
29229 Canwood Street, Suite 208
Agoura Hills, CA 91301
Telephone: (818) 360-2529
Fax: 866-794-5741
e-mail: paul@cullenlegal.com

30. The attorneys representing Peak DMC North America (formerly known as Suntrek Tours, Inc.), and Intrepid Suntrek in the Lawsuit are:

Miller and Mann LLP
Joseph D. Miller
1 Embarcadero Center, Suite 4100
San Francisco, CA 94111
415-889-6515
e-mail: jmiller@millermannlaw.com

31. The attorneys representing Intrepid Travel Proprietary Limited in the Lawsuit are:

Nelson Mullins Riley & Scarborough LLP
Holly Hempel
Atlantic Station
201 17th Street, NW
Suite 1700
Atlanta, GA 30363
404-322-6198
e-mail: holly.hempel@nelsonmullins.com