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Attorneys for Plaintiffs CESAR EDUARDO RODRIGUEZ REVELO
and FURKATJON UMAROV and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CESAR EDUARDO RODRIGUEZ REVELO,)
an individual; FURKATJON UMAROV, an) Case No. 23STCV20804
individual; on behalf of themselves and all)
others similarly situated and the general)
public,)

Plaintiffs,

vs.

TRAVEL TRADERS HOTEL STORES,
INC., a Delaware corporation; and DOES 1 to
100, inclusive,

Defendants.

[Assigned for All Purposes to:
The Hon. Elaine Lu, Dept. 9]

**DECLARATION OF AARON A. BARTZ
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 2, 2025

Time: 10:00 a.m.

Dept: 9

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DECLARATION OF AARON A. BARTZ

I, Aaron A. Bartz, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and am Class Counsel for the Plaintiffs herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") is attached hereto as **Exhibit A**.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

3. This case arises out of wage and hour violations by Defendant Travel Traders Hotel Stores, Inc. ("Defendant") against its non-exempt hourly employees who worked in California from August 29, 2019 through the date of preliminary approval. Plaintiffs Cesar Eduardo Rodriguez Revelo and Furkatjon Umarov ("Plaintiffs") worked for Defendant in California as non-exempt hourly employees during the class period. The gross settlement amount is \$1,250,000.

4. On May 26, 2023 and later on April 29, 2025, Plaintiffs served a Private Attorneys General Act (PAGA) letter and an amended PAGA letter, respectively, alleging various Labor Code violations, including, among other things, failure to pay all wages, failure to provide meal and rest periods, and paystub and waiting time penalties. A true and correct copy of Plaintiffs' PAGA letters served on May 26, 2023 and April 29, 2025, are attached hereto collectively as **Exhibit B**.

5. On August 29, 2023, Plaintiffs filed a Class Action and Private Attorneys General Act (PAGA) Complaint and thereafter filed a First Amended Complaint on May 2, 2025. A true and correct copy of Plaintiffs' First Amended Complaint is attached hereto as **Exhibit C**.

SUMMARY OF SETTLEMENT

6. After filing Plaintiffs' Complaint, Plaintiffs propounded formal discovery, including Requests for Production of Documents and Special Interrogatories. Thereafter, the parties agreed to stay formal discovery in order to pursue the possibility of early resolution. As

1 such, the parties thereafter engaged in informal discovery to evaluate the class and PAGA
2 claims.

3 7. To that end, Defendant produced time and payroll records for a twenty percent
4 sampling of the class, with hundreds of thousands of lines of data for the class, along with other
5 pay policies applicable to the class members.

6 8. Thereafter, Class Counsel also hired experienced damages expert James Toney, to
7 analyze the payroll and related wage data and to create a damages model for the various claims
8 alleged in the case. Based upon the analysis of the time records and payroll data, Mr. Toney and
9 Class Counsel were able to calculate damage estimates on a class-wide basis.

10 9. The parties did not attend Mediation in this matter until they had sufficient data
11 and documents to evaluate the claims in the case. On June 18, 2024, the parties attended a full-
12 day Mediation before the Hon. Jeffrey K. Winikow (Ret.). The case did not settle on the day of
13 the mediation. After the mediation, the parties exchanged further discovery over several months,
14 and in early December, the mediator issued a mediator's proposal, that both sides accepted.
15 Thereafter, after many months of further settlement negotiations, the parties entered into a long-
16 form Settlement Agreement on May 20, 2025.

17 10. The class members entitled to the settlement fund are all non-exempt current and
18 former employees who worked in California for Defendant from August 29, 2019 through the date
19 of preliminary approval. Based upon current estimates, there are approximately 950 class
20 members.

21 11. The settlement fund is all in (except for the employer's share of payroll taxes,
22 which Defendant shall pay in addition to the \$1,250,000 settlement), there is no claim form
23 requirement, and no residual will revert to Defendant. Class members will be paid as long as they
24 do not opt out of the settlement. If a Settlement Class Member opts out, their share of the Net
25 Settlement Amount will be allocated to other members of the Settlement Class. In the event a
26 class member does not negotiate (cash) his or her settlement check, the settlement administrator
27 shall distribute the unclaimed funds to the California State Controller's Unclaimed Property
28 Fund.

12. The payment to the Settlement Class Members will be characterized as eighty
percent interest and penalties, and twenty percent wages. The class administrator will issue W-2

statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest.

13. Based upon Class Counsel's independent analysis and investigation in this matter, the Settlement Class will be compensated based on each member's respective number of workweeks worked during the Class Period. Defendant estimates that the total number of workweeks are 49,354 as of December 31, 2024.

14. Based on the settlement terms, there will be an approximate net settlement fund of \$701,334. In exchange for their payment, Class Members will release Defendant and Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law as set forth in more detail in Section 5.3 of the Agreement.. The named Plaintiffs will, in addition to releasing claims alleged in the lawsuit, give a general release of all claims pursuant to Civil Code section 1542 as set forth in Section 5.1 and 5.2.

15. The parties further agree to appoint an experienced settlement administrator, Phoenix Settlement Administrators ("Phoenix") to prepare and send notice to the class, receive and process objections, and prepare and mail settlement checks to Settlement Class Members. The settlement administrator will conduct skip-tracing for any Settlement Class Member whose addresses cannot be found.

16. The all-in settlement fund will also include all of the attorneys' fees and costs allowed by this Court. The attorneys' fees shall not exceed one-third of the \$1,250,000 settlement fund, or \$416,666. Defendant will also pay class counsel's costs, not to exceed \$25,000, as well as settlement administration costs not to exceed \$12,000, out of the common fund.

17. The PAGA allocation of the settlement is \$75,000, of which \$56,250 (75%) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion - \$18,750 (25%) - going to PAGA Members (all allegedly aggrieved persons who worked for Defendant at any time from May 26, 2022 to the date of preliminary approval.

18. The settlement also includes Plaintiffs' class representative enhancements. Based on Plaintiffs' work in connection with this case, including connecting Class Counsel with other

witnesses, meeting and conferring with Class Counsel regarding legal strategies, and assisting with developing the claims and theories in this case, Plaintiffs each seek \$10,000 enhancements (i.e. \$20,000 total).

19. In summary, the settlement fund is allocated as follows:

- (1) Net settlement fund: \$701,334;
- (2) Attorney's fees and costs: \$416,666 in attorneys' fees and up to \$25,000 in costs;
- (3) Settlement administrator expenses not to exceed \$12,000;
- (4) PAGA payment to the LWDA: \$56,250, and \$18,750 for individual PAGA payments;
- (5) Class representatives enhancement of \$10,000 for each named Plaintiff, totaling \$20,000.

NATURE OF CLAIMS

20. Plaintiffs' operative Complaint alleges claims for 1) Failure to Pay All Wages; 2) Waiting Time Penalties; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Proper Rest Periods; 5) Failure to Properly Maintain and Submit Itemized Wage Statements; 6) Unfair Business Practices; 7) Failure to Reimburse Business Expenses; 8) Unlawful Deductions; and 9) Violation of Labor Code § 2699 (PAGA). Plaintiffs further allege that they and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies.

CLAIM	TOTAL EXPOSURE	SETTLEMENT VALUE
Failure to Pay Wages	\$633,613	\$443,529
Meal	\$915,150	\$457,575
Rest	\$3,106,606	\$310,660
Waiting time	\$2,064,153	\$206,415
Paystub	\$1,012,650	\$101,265
Reimbursement	\$611,967	\$61,196

PAGA	\$5,487,600	\$548,760
TOTAL	\$13,831,739	\$2,129,400

a. Overtime/Off-the-Clock Wage Violations

Labor Code § 510 provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” Further, “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay . . . , [and] any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of an employee.”

Labor Code § 1194 states any employee receiving less than the legal minimum wage is entitled to recover the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorney’s fees, and costs of suit.

Plaintiffs contend that Defendant failed to pay all wages due in numerous respects. **First**, Plaintiffs assert that Defendant offered attendance bonuses to Plaintiffs and the class, but Defendant routinely failed and refused to incorporate those bonuses into Plaintiffs’ and class members’ overtime pay rate. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 869 (2021) (an “attendance bonus” earned for weekend work . . . was “part of an employee's overall compensation package, and therefore ... its per-hour value must be determined so that the employee's regular rate of pay — and, derivatively, the employee's overtime pay rate — reflects all the various forms of regular compensation that the employee earned in the relevant pay period”).

Second, Plaintiffs contend that Defendant frequently modified Plaintiffs’ and other class members’ hours when Defendant deemed them to be excessive. As such, Plaintiffs allege that Defendant adjusted Plaintiffs’ and class members’ hours to avoid paying all compensation owed to them.

1 Defendant contends that its payment policies were lawful, and that it paid for all time
2 worked by Plaintiffs and the class members.

3 Class Counsel and their expert analyzed payroll and time records for the class members
4 and calculated that the total estimated verdict value for this claim is approximately \$633,613.
5 Plaintiff and their expert assumed approximately 10 minutes of unpaid time per shift, applied an
6 overtime violation value based on payroll records for the class, including pay period counts per
7 year, and a weighted average rate of pay. Class Counsel and their expert also calculated the
8 regular rate claim based on 2,619 pay periods in which bonuses were paid, multiplied by an
9 average bonus amount, and average unpaid amount per bonus. Based on the formal and informal
10 discovery exchanged, and defenses alleged, Plaintiffs placed a reasonable settlement value of the
11 overtime/off-the-clock wage claim at seventy percent of the total verdict value, or **\$443,529**.

12 **b. Meal and Rest Period Claims**

13 i. Meal period liability and damages

14 Plaintiffs contend that Defendant failed to provide Plaintiffs and class members with a
15 duty-free 30-minute meal period for every five hours of work as is required by Labor Code § 512
16 and the applicable IWC Wage Order(s) and in violation of *Brinker Restaurant Corp. v. Superior*
17 *Court*, 53 Cal.4th 1004 (2012). Failure to provide a meal in accordance with the applicable Wage
18 Order(s) results in payment by the employer of one additional hour of pay at the employee's
19 regular rate of pay for each workday that the rest or meal period is not provided. (Labor Code §
20 226.7.)

21 In *Brinker, supra*, the California Supreme Court held that “under ... Labor Code § 512,
22 subdivision (a), an employer must relieve the employee of all duty for the designated period, but
23 need not ensure that the employee does no work” during the meal period. *Id.* at 1034. However,
24 “...an employer may not undermine a formal policy of providing meal breaks by pressuring
25 employees to perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.*,
26 133 Cal.App.4th 949, 962–63 (2005); *see also Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th
27 1286, 1304–05 (2010) [proof of common scheduling policy that made taking breaks extremely
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difficult would show violation]; *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625, 638 (S.D.Cal.2010) [indicating informal anti-meal-break policy "enforced through 'ridicule' or 'reprimand'" would be illegal].) Defendant also cannot create "incentives to forego, or otherwise encourage[] the skipping of legally protected breaks." *Brinker, supra*, 53 Cal.4th at 1040.

Moreover, when time records show short, missed, and late meal periods, there is a presumption that an employer violated California's meal period requirements. *See Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) ("If time records show noncompliant meal periods, then a rebuttable presumption of liability arises.")

Plaintiffs contend that Defendant's meal period practices are unlawful under California law. **First**, Plaintiffs contend that Defendant's own meal period policy demonstrates that Defendant was and is in violation of California law in that it states that employees' meal periods must commence no later than *6 hours* after a shift begins. **Second**, Plaintiffs contend that Defendant's time records show substantial violations, which under *Donahue*, create a presumption that Defendant was not in compliance with the law. **Third**, Plaintiffs assert that Defendant paid only a small fraction of meal period premiums during the class period. The scarce amount of meal period premiums paid to the putative class demonstrates that Defendant had a pattern and practice of neglecting to pay meal period premiums for meals which were late, short, interrupted, missed, or on-duty – which represents significant liability exposure for Defendant. Additionally, Plaintiffs contend that Defendant also fails to maintain accurate and complete documentation regarding Plaintiffs' and other class members' meal periods, resulting in a prima facie violation of the Wage Orders. As such, it is presumed that Plaintiffs and the class members were not relieved of duty and no meal periods were provided. *See Brinker, supra*, 53 Cal.4th at 1053 (conc. opn. of Werdegarr, J.)

Notwithstanding the above, Defendant contends that Plaintiffs and class members had the ability and in fact did take meal periods, and that if they did not, it was their own choice, and therefore not actionable. Defendant further contends that it has compliant meal period policies and contends that it has time records showing that the vast majority of them show that Plaintiffs

1 and other class members were afforded compliant meal breaks. Defendant also contends that
2 testimony from current and former employees would prove that the employees were provided
3 with ample time to take meal breaks.

4 Class Counsel and their expert calculated the maximum verdict value of the meal break
5 claim to be approximately \$915,150. This calculation is based on a 80% violation rate. Based on
6 discussions with Plaintiffs, reviewing the various payroll records and policies, and the defenses
7 raised, Plaintiffs believe they had a fifty percent probability of recovering all of these damages.
8 Accordingly, Plaintiffs contend the reasonable exposure of the meal break claim is
9 approximately **\$457,575**.

10 ii. Rest period liability and damages

11 Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and
12 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
13 each work period. The authorized rest period time shall be based on the total hours worked daily
14 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However,
15 a rest period need not be authorized for employees whose total daily work time is less than three
16 and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
17 there shall be no deduction from wages.”

18 Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
19 employee a rest period in accordance with the applicable provisions of this order, the employer
20 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
21 workday that the rest period is not provided.” Moreover, during rest periods, “employees must
22 not only be relieved of work duties, but also be freed from employer control over how they spend
23 their time.” *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an
24 employer adopts common policies that prevent employees from taking their rest breaks, it presents
25 a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181
26 Cal.App.4th 1286, 1304 (2010). Indeed, “[t]he wage orders and governing statute do not
27 countenance an employer’s exerting coercion against the taking of, creating incentives to forego,
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1 or otherwise encouraging the skipping of legally protected breaks.” *Brinker, supra*, 53 Cal.4th at
2 1040.

3 Plaintiffs contend that Defendant’s rest period practices are unlawful under California law
4 because Defendant’s policies provide that employees will receive paid rest breaks based on store
5 schedule and business needs. Plaintiffs further contend that they frequently were alone in the retail
6 stores, which prevented them from taking duty-free rest periods. Defendant, on the other hand,
7 contends that Plaintiffs and the class members were provided numerous breaks throughout the day
8 to more than comply with California’s rest period requirements.

9 Class Counsel and their expert assumed a 100% violation rate for all shifts by class
10 members of 3.5 hours or more. Based on that assumption, Class Counsel and their expert
11 calculated total violations across the class, multiplied by an average rate of pay for the class
12 members. As such, Class Counsel and their expert calculated the maximum verdict value of the
13 rest period claims to be approximately \$3,106,606. Based on the difficulty of proving rest period
14 violations on a class wide basis, and the lack of objective evidence proving such violations,
15 Plaintiffs believe they had a 10 percent chance of recovering all of the rest period damages. As
16 such, Plaintiffs believe the reasonable exposure of the rest break claim is approximately **\$310,660**.

17 **c. Waiting Time Penalty**

18 The waiting time penalty claim is purely derivative. Class Counsel and their expert
19 analyzed the data to find that there are approximately 527 former employees included in the
20 putative class that would be eligible for the Labor Code §203 penalties. Class Counsel and their
21 expert calculated the total verdict value at approximately \$2,064,153. This amount was
22 calculated by multiplying the average daily rate of pay during the statutory period by 30, which
23 is the maximum number of days allowable as waiting time penalties under section 203, and then
24 multiplying that by the total number of former employees. Plaintiffs discounted the waiting time
25 penalty claim based on risk and the fact that waiting time penalties are not awarded if a good
26 faith dispute exists as to whether the wages were owing, including whether in fact non-California
27 based employees would be entitled to waiting time penalties. Further, the class would have the
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burden of proving a “willful” withholding of wages. Plaintiffs considered that under Labor Code §203 there is only a penalty if "an employer willfully fails to pay" all wages due to an employee upon separation. Willfulness does not exist if there is a "good faith dispute," in fact or law that wages were due, even if the employer's reasoning ultimately proves incorrect. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204; 8 Cal. Code Regs. § 13520 ("A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.")

Once Plaintiffs determined the maximum reasonable exposure of the claim, Plaintiffs placed a settlement value of **\$206,415** or approximately ten percent of the reasonable exposure value, based upon the above discounts applied to the reasonable value of the claim.

d. Paystub

As to the paystub penalty, which is derivative of the other claims identified above, Class Counsel and their expert arrived at a maximum reasonable exposure of this claim of approximately \$1,012,650. This figure was arrived at by assuming that each wage statement that was provided to the class members violated LC §226, and multiplying the number of pay periods during the statutory period by \$50 for initial violations, and \$100 for subsequent violations.

Defendant argues that, even assuming there are any violations, which they deny, the fact that derivative violations were minor and that the Defendant had presented evidence of a good faith dispute as to any violation. *Hurst v. Buczek Enters., LLC* (N.D. Cal. 2012) 870 F.Supp.2d 810, 829 (no section 226 violation where the employer "makes a good faith claim" in its defense); *Harris v. Vector Mktg. Corp.* (2009) 656 F.Supp.2d 1128, 1146 (N.D. Cal. 2009) (the "employer did not knowingly and intentionally fail to provide itemized wage statements" where there was a "good faith dispute").

Based on the raised defenses, as well as the risk of certification and related risks of proving all violations, Plaintiffs have placed a reasonable settlement value of **\$101,265** or ten

1 percent of the reasonable exposure of the pay stub claim.

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3 **e. Reimbursement/Wage Deduction Claim**

4 California Labor Code section 2802(a) provides:

5 An employer shall indemnify his or her employee for all necessary expenditures
6 or losses incurred by the employee in direct consequence of the discharge of his
7 or her duties, or of his or her obedience to the directions of the employer, even
8 though unlawful, unless the employee, at the time of obeying the directions,
9 believed them to be unlawful.

10 Plaintiff contends that, with respect to certain class members, including Plaintiffs,
11 Defendant engaged in unlawful deductions from their pay for visa and related costs without
12 reimbursement. Plaintiffs also contend that they and other class members also used their personal
13 cell phones to review their shift schedules and communicate with managers about work business,
14 without reimbursement. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137,
15 1144 (2014) (finding that reimbursement for personal cell phone usage required when mandatory
16 for performing one's job).

17
18 In *Cochran*, the court stated: "The threshold question in this case is this: Does an
19 employer always have to reimburse an employee for the reasonable expense of the mandatory
20 use of a personal cell phone, or is the reimbursement obligation limited to the situation in which
21 the employee incurred an extra expense that he or she would not have otherwise incurred absent
22 the job? The answer is that reimbursement is always required. Otherwise, the employer would
23 receive a windfall because it would be passing its operating expenses on to the employee. Thus,
24 to be in compliance with section 2802, the employer must pay some reasonable percentage of the
25 employee's cell phone bill." *Id.* at 1144.

26 Defendant contends that it paid for all reasonable and necessary expenses incurred by
27 Plaintiff and class members, and that any deductions were lawful and not actionable.
28

1 Plaintiff contends that this claim is valued at \$611,967 based upon an average of \$50 in
2 expenses per month per class member throughout the class period. Given the fact that there are
3 individualized issues in proving reimbursement violations and damages, Plaintiff believes this
4 claim's reasonable value is **\$61,196**, or ten percent of the total value.

5 **e. PAGA**

6 Plaintiffs contend that PAGA penalties are owed based on the numerous alleged Labor
7 Code violations identified above. Once a PAGA violation is found, a court must award civil
8 penalties. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1211-1213.
9 Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based
10 on the facts and circumstances of the particular case, to do otherwise would result in an award
11 that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

12 Significantly, moreover, because it is an open question regarding the Defendant's
13 liability, there is a very real possibility that a court would substantially reduce the penalties, even
14 if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal.
15 2011) (reducing penalties from \$2.8 million to \$500,000 based on wage statement violations
16 because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit*
17 *Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed
18 on appeal).

19 Class Counsel and their expert calculated the reasonable PAGA penalties to be valued at
20 \$5,487,600, which includes the stacking of penalties for numerous violations, as set forth above.
21 Based on the uncertainty of recovery on Plaintiffs' claims, Plaintiffs believe the PAGA claim's
22 reasonable value is ten percent of the total value, or approximately **\$548,760**.

23 **f. Total Damage Exposure¹**

24
25 ¹ The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair
26 Competition claim is based upon the wage and hour violations, and adds an extra year of
27 damages, and is included within the above analysis.
28

1 Plaintiffs believe that the \$1,250,000 settlement achieved in this case is a very good result for the
2 class members. Based upon a reasonable exposure value of \$2,129,400, the settlement
3 represents approximately 59% of that total value. Given the many defenses raised, the
4 uncertainty of the certifiability of any class, and the risks of going to trial, Class Counsel believe
5 this settlement is a good result for all of the class members.

6 **NUMEROSITY AND ASCERTAINABILITY**

7 21. Based on payroll and other employment records, Defendant has identified
8 approximately 950 employees who fit within the class, who worked 49,354 workweeks. As
9 such, the Class is ascertainable based on Defendant's employment records and are numerous
10 under any legal standard, therefore satisfying the numerosity requirements in California pursuant
11 to California Code of Civil Procedure §382. The Class is defined as follows:

12 All non-exempt current and former employees who worked in California for Defendant
13 during the Class Period (August 29, 2019 through the date of preliminary approval).
14

15 **COMMONALITY**

16 22. Common questions of law and fact predominate here for purposes of settlement,
17 as the main issues involve the legality of Defendant's policies regarding the failure to pay all
18 wages, failure to provide all legally compliant off duty and uninterrupted meal periods, the
19 failure to provide all legally compliant off duty and uninterrupted paid rest periods, failure to
20 timely furnish accurate itemized wage statements, and failure to timely pay all former employees
21 all wages owed.
22

23 23. Plaintiffs contend that these are all pay policy questions that are uniform and can
24 be proven by common objective evidence. The evidence to support these claims consists of pay
25 policies, payroll records, time records and pay stubs given to all Class Members.
26

27 **TYPICALITY AND ADEQUACY**

28 24. The claims of the Plaintiffs are typical of the Class Members. The proposed Class

Representatives are adequate Class Representatives because they will adequately and fairly represent the Class and will not place their interests above any Member of the Class. The Class Representatives worked for the Defendant in the state of California during the relevant time period and, therefore, worked under the same policies and procedures and were paid according to the same pay plans for the entire period, as all other Class Members.

ATTORNEY COMPETENCE IN CLASS ACTIONS

25. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

- a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058
- b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701
- c. *Casserly v. Randstad US, L.P., et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)
- d. *Crilly v. Micro Electronics, Inc.*
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC
- e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.: 30:2013-00649600-DU-OE-CXC
- f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.: 30:2010-00379770-CU-OE-CXC
- g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.: 30-2013-00688107-CU-OE-CXC
- h. *Walsh v. Pacific Bell Telephone Company*
Orange County Superior Court, No.: 30-2011-00498062-CU-OE-CXC
- i. *Woods v. JFK Memorial Hospital*
Riverside County Superior Court, No.: INC 1205209
- j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890

- 1 k. *DeSantos v. Jaco Oil Company, et al.*
2 U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT
- 3 l. *Duran v. Big 5 Corp.*
4 Los Angeles Superior Court, Case No. BC557154
- 5 m. *Sheahan v. Celtic Leasing Corporation, Inc.*
6 Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC
- 7 n. *Panusis v. Control4 Corporation*
8 United States District Court, Central District of California
9 Case No. SACV-16-1179-DOC
- 10 o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
11 United States District Court, Western District of Washington
12 Case No. C12-2184 TSZ
- 13 p. *Matthews v. Whelan Security of California, Inc.*
14 Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC
- 15 q. *Rodriguez v. R.J. Noble Company (Navarro/Kles),*
16 Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC
- 17 r. *Wang v. Fountain Valley Regional Hospital*
18 Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC
- 19 s. *Skerl v. Sutter Bay Hospitals*
20 San Mateo Superior Court, No. 21-CIV-02057

21 26. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in
22 Economics and English, and graduated from Southwestern Law School in 1998. Since becoming
23 a lawyer in 1998, my practice has focused on complex litigation matters, and since 2012,
24 complex employment law and wage and hour matters.

25 27. I am a member of the California State Bar, the Orange County Bar Association,
26 and Los Angeles County Bar Association. I have an AV rating from Martindale-Hubbell, the
27 highest possible rating for a lawyer. During my 27+ year career, I have handled many successful
28 employment law matters both at the trial and appellate levels. I estimate that I have represented
plaintiffs in hundreds of employment cases, the vast majority of which have resulted in favorable
settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained

1 significant recoveries in many class action lawsuits and other lawsuits involving complex legal
2 and factual issues. In 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which settled for
3 \$16,800,000. Recently, in October 2023, I was also co-lead counsel in *Skerl v. Sutter Bay*
4 *Hospitals*, in which final approval was granted for a \$12,000,000 settlement for health care
5 workers. I have also been involved in many other million and multi-million dollar verdicts and
6 settlements over the years.

7 **CLASS ENHANCEMENT AND ATTORNEYS' FEES, COSTS AND EXPENSES**

8 28. Plaintiffs have assisted Class Counsel in their investigation by corresponding with
9 Class Counsel to answer questions about their employment, as well as the working conditions of
10 other employees. Plaintiffs also spent many hours conferring with Class Counsel both prior to
11 and after initiating this litigation, assisted Class Counsel with interpreting the informal discovery
12 produced by Defendant, and produced payroll and other employment records to assist Class
13 Counsel in pursuing the claims in this case.

14 29. Based on the above, and the Declarations of the Class Representatives filed
15 concurrently, the requested service payments of \$10,000 for each of the Plaintiffs is appropriate
16 and justified.

17 30. Plaintiffs also intend to request attorneys' fees not to exceed one-third of the
18 settlement, and reimbursement of costs not to exceed \$25,000. Class Counsel have achieved a
19 very good result, and believe that the percentage requested is fair and appropriate in this case,
20 and all of the costs requested assisted in the prosecution of this case. Class Counsel will submit
21 detailed declarations and attorneys' bills and costs with their motion for final approval. Class
22 Counsel also have a written fee splitting agreement, and Plaintiffs have provided written
23 approval for this fee split.

24 31. Additionally, Plaintiffs will request that the Settlement Administrator, Phoenix, be
25 paid no more than \$12,000 to administer the settlement. Attached as **Exhibit D** is a true and
26 correct copy of Phoenix's not to exceed quote to administer this case.

27 **TRANSMITTING THE NOTICE OF SETTLEMENT**

28 32. In my opinion, the best and most practicable method to notify class members is by
mail, as all members of the Class were at one time employed by Defendant and worked in
California. For current employees of Defendant who are class members, Defendant has current

1 addresses. I am also informed and believe that Defendant maintains last known addresses for all
2 of their former employees, so mailing the notices is preferable to some other method. In the
3 event former employees are no longer at the addresses maintained by Defendant, Phoenix will
4 engage in skip tracing to track down their current addresses. In the unlikely event that any
5 member of the Class does not have a verifiable address or cannot be located after skip tracing,
6 any amounts due to go to that member will go to the State of California, State Controller's
7 Office, so that class members can claim his or her settlement funds at a later time.

8 33. Concurrently with the filing of this Motion, Plaintiffs have also transmitted all
9 papers filed with this Court to the Labor Workforce and Development Agency/Department of
10 Industrial Relations, by online submission, at its website located at <https://dir.govfa.net/315>.

11 I declare under penalty of perjury under the laws of California that the foregoing is true
12 and correct. Executed on May 27, 2025, at Irvine, California.

13
14 //Aaron A. Bartz//

Aaron A. Bartz

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Cesar Rodriguez Revelo and Furkatjon Umarov (“Plaintiffs”) and Defendant Travel Traders Hotel Stores, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Revelo et al. v. Travel Traders Hotel Stores, Inc.*, Case No. 23STCV20804, filed in the Los Angeles Superior Court, and including all filed complaints and the PAGA Notice.
- 1.2. “Administrator” means Phoenix Settlement Administrators (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who have worked in California for Defendant at any time from May 26, 2022 through the date of preliminary approval of the settlement whether or not the Aggrieved Employee opts out of the class settlement, and represented by the Plaintiffs and the State of California Labor and Workforce Development Agency.
- 1.5. “Class” means all non-exempt current and former employees who worked in California for Defendant during the Class Period.
- 1.6. “Class Counsel” means Bartz Law Group, APC and United Employees Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee), during the Class Period.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION

SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.12. "Class Period" means the period from August 29, 2019 through the date of preliminary approval of the settlement.
- 1.13. "Class Representatives" mean the named Plaintiffs Cesar Rodriguez Revelo and Furkatjon ("Fred") Umarov, seeking Court approval to serve as Class Representatives.
- 1.14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Los Angeles.
- 1.16. "Defendant" means named Defendant Travel Traders Hotel Stores, Inc.
- 1.17. "Defense Counsel" means Brian Fong and Carina Novell of Sheppard Mullin Richter & Hampton LLP.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) 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; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

- 1.25. "Judgment" means the judgment approved by Defense Counsel and entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from May 26, 2022 through the date of preliminary approval.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiffs' May 26, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1198.5, and 2699.
- 1.34. "PAGA Payment" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$75,000.00), allocated 25% to the Aggrieved Employees (\$18,750.00) to be paid to Aggrieved Employees as Individual PAGA Payments and 75% to LWDA (\$56,250.00) to be paid to the LWDA as the LWDA PAGA Payment in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiffs" mean Cesar Rodriguez Revelo and Furkatjon ("Fred") Umarov, the named plaintiffs in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

- 1.41. “Released Parties” means: Defendant and each of its past, present and future direct or indirect parents, subsidiaries, related companies/entities, predecessors, successors, affiliates, as well as each of their past, present, and future directors, officers, shareholders, owners, employees, partners, members, shareholders, trustees, joint employers, alter-egos, affiliates, fiduciaries, trustees, servants, contractors and agents, attorneys, insurers, reinsurers, predecessors, successors, assigns, representatives, and any landlord, hotel operator, or management company responsible for ownership or management of any property on which Defendant operates.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. Plaintiffs filed the Action on August 29, 2023. The operative complaint in the Action alleges causes of action against Defendant for Violation of Business and Professions Code section 17200, Failure to Pay Wages including Minimum and Overtime Wages, Failure to Maintain Accurate Payroll Records, Waiting Time Penalties, Failure to Provide and Maintain Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Reimburse Expenses, and Violation of the PAGA. Defendant denies the allegations alleged 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.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. Thereafter, the Parties agreed to attend mediation. Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll records of Defendant, policy documents, and other information and data 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*”). On June 18, 2024, the Parties participated in an all-day mediation presided over by the Hon. Jeffrey Winikow (Ret.). The parties were unable to reach a settlement on the day of the mediation.
- 2.4. Over the following months, Plaintiffs engaged in formal discovery, and continued to work on a potential resolution of the case through the efforts of the mediator. In December, the Parties accepted a mediator’s proposal, resulting in a settlement of

this case.

2.5. The Court has not granted class certification.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all applicable employer payroll taxes owed on the Wage Portions (as defined herein) of the Individual Class Payments. Defendant agrees to pay the Gross Settlement Amount, which is the total and all-inclusive amount that Defendant will be obligated to pay under the Settlement embodied by this Agreement. Except as set forth in Paragraph 9, under no circumstances shall the Settlement sum exceed the sum of \$1,250,000.00, inclusive of Individual Class Payments, PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount set forth in Section 3.3 to 3.6 below, in the amounts specified by the Court in the Final Approval:
- 3.3. To Plaintiffs: Class Representative Service Payment to the Class Representatives in the following amounts: (1) Not more than Ten Thousand Dollars (\$10,000.00) to Cesar Rodriguez Revelo; and (2) not more than Ten Thousand Dollars (\$10,000.00) to Furkatjon Umarov, in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee, respectively. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed the above amounts. If the Court approves Class Representative Service Payments less than the amount requested, the remainder shall be allocated to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for all taxes owed on the Class Representative Service Payments.
- 3.4. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Four Hundred Sixteen Thousand Six Hundred Sixty Six Dollars (\$416,666.00) and a Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars (\$25,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the remainder shall be allocated to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel

Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

- 3.5. To the Administrator: An Administrator Expenses Payment not to exceed Twelve Thousand Dollars (\$12,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,000, the remainder shall be allocated to the Net Settlement Amount.
- 3.6. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.6.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.6.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.7. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of Seventy-Five Thousand Dollars (\$75,000.00) to be paid from the Gross Settlement Amount, with 75% (\$56,250.00) allocated to the LWDA PAGA Payment and 25% (\$18,750.00) allocated to the Individual PAGA Payments.
 - 3.7.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment of \$18,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.7.2. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates there are approximately 950 Class Members who collectively worked a total of 49,354 Workweeks from August 29, 2019 to December 31, 2024.
- 4.2. Class Data. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount within ten (10) days of the Effective Date. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes. All such funds shall be transmitted to the Administrator in accordance with the above schedule.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the entire Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses

using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, transmit the funds represented by such checks to California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiffs' Release. Plaintiffs fully release and forever discharge Defendant and the Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiffs' employment by Defendant or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiffs' employment or termination thereof with Defendant taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiffs' Release

does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 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.

- 5.3. Released Class Claims By Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, theories, or primary rights that are asserted in, arise from, or are reasonably related to the factual allegations and legal assertions that were alleged, or reasonably could have been alleged in the Action, based on the facts, claims, theories, or primary rights stated in the Action, including in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, 2800, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

- 5.3.1. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.4. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released, and discharged Released Parties for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and the Action during the PAGA Period, arising from any and all claims, theories, or primary rights that are asserted in, or are reasonably related to the factual allegations and legal assertions in the Action, including all claims and causes of action that could have been asserted in the Action based on the facts, claims, theories, or primary rights alleged in the Action. The Released PAGA Claims include but are not limited to those (a) alleged in Plaintiffs' PAGA Notice and the Action, including claims that arise out of the claims and facts alleged in the Action under PAGA, (b) any claims under PAGA which could have reasonably been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded, and (c) any other claims to the extent that they are premised upon or arise out of the Released PAGA Claims, including those arising under California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, and/or for failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, 2800, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its

willingness to serve; competency; and operative procedures for protecting the security of Class Data, and other documents reasonable and necessary to secure approval of the Settlement.

- 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, proposed Judgment, and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4. Plaintiffs' Counsel shall submit a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court pursuant to California Labor Code section 2699(s)(2). Additionally, Plaintiffs' Counsel shall submit a copy of the court's order granting the motion for final approval and Judgment to the LWDA within ten (10) days after entry of the order or Judgment pursuant to California Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
 - 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and

state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3. Not later than 5 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will have the final authority in the event that challenges from Class Members remain unresolved.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class

Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice. Not later than 5 days after the expiration of the deadline for submitting Objections, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Objections; and (b) copies of all Objections submitted (whether valid or invalid).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this

Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge, unless the Court determines otherwise.

- 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval and proposed Judgment.

- 8.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 8.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees

Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 8.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement or later revisions or amendments thereto, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 8.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of December 31, 2024, there are 950 Class Members and 49,354 Workweeks to date. If the number of Workweeks worked by the Class Members during the Class Period is greater than 10% above that estimated by Defendant (i.e., greater than 54,289), then the Gross Settlement Amount shall be increased proportionately for each additional Workweek above 54,289 (e.g., if the number of Pay periods is 12% greater than 54,289 Workweek, then the Gross Settlement Amount will be increased by 2%), or at its election, Defendant may stop the Class Period at the point at which the number of Workweeks is no more than 54,289.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed

amended judgment.

11. ADDITIONAL PROVISIONS.

- 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.
- 11.3. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, Claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any 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.
- 11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 11.13. 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.
- 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement

negotiations, or in connection with the Settlement, 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 of court.

- 11.16. 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.
- 11.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.18. Notice. All notices, demands or other communications between the Parties in connection with 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, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz
aaron@bartzlawgroup.com

To Defendant:

Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111
Attn: Brian Fong and Carina Novell
bfong@sheppardmullin.com
cnovell@sheppardmullin.com

- 11.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. 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 if 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.
- 11.20. 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.
- 11.21. No Additional Contribution by Defendant. Defendant’s monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendant shall not be

required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

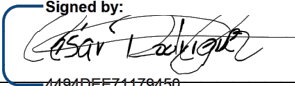
11.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendant or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendant and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

11.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

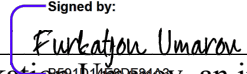
IT IS SO AGREED:

“PLAINTIFFS”

DATED: May 20, 2025

Signed by: 
By: Cesar Rodriguez Revelo, an individual
4494DEE71179450

DATED: May 20, 2025

Signed by: 
By: Furkatjon Umarov, an individual
599161E2D584459

“DEFENDANT”

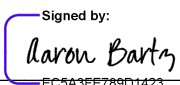
DATED: May , 2025

By: _____
Travel Traders Hotel Stores, Inc.
By:
Its:

APPROVED AS TO FORM

DATED: May 20, 2025

BARTZ LAW GROUP, APC
UNITED EMPLOYEES LAW GROUP, PC

By:  Signed by:

EC5A3FE788D1423...
Aaron A. Bartz
Attorneys for Plaintiffs

DATED: May ____, 2025

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: _____
Brian Fong
Carina Novell
Attorneys for Defendant Travel Traders Hotel Stores,
Inc.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Revelo et al. v. Travel Traders Hotel Stores, Inc.

Case No. 23STCV20804

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Travel Traders Hotel Stores, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Cesar Rodriguez Revelo and Furkatjon Umarov (“Plaintiffs”) and seeks payment of (1) past due wages and other relief for a class of all current and former employees (“Class Members”) who worked for Defendant during the Class Period (August 29, 2019 to _____); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former employees who worked for Defendant during the PAGA Period (May 26, 2022 to _____) (“Aggrieved Employees”).

Defendant denies these allegations and maintains that it complied with the law at all times. Defendant believes that Plaintiffs’ claims are without merit.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked ____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and

Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section D of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws, including by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks, failure to reimburse expenses, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Bartz Law Group APC and United Employees Law Group PC (“Class Counsel.”) Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action

and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement no later than 10 days after the Judgment is entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to Four Hundred Sixteen Thousand Six Hundred Sixty Six Dollars (\$416,666.00) (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to Twenty-Five Thousand Dollars (\$25,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to Twenty Thousand Dollars (\$20,000.00) to Plaintiffs (i.e. \$10,000 to each Plaintiff) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - c. Up to Twelve Thousand Dollars (\$12,000.00) to the Administrator for services administering the Settlement.
 - d. Up to Seventy-Five Thousand Dollars (\$75,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$56,250.00) and 25% in

Individual PAGA Payments (\$18,750.00) to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller’s Unclaimed Property Fund in the name of the Class Member.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[DATE]**, that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed

on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, [INSERT] (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section I of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, theories, or primary rights that are asserted in, arise from, or are reasonably related to the factual allegations and legal assertions that were alleged, or reasonably could have been alleged in the Action, based on the facts, claims, theories, or primary rights stated in the Action, including in the Action and Plaintiffs’ PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, 2800, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as

a result of this Settlement by any member of the Class.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related persons and entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released, and discharged Released Parties for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and the Action during the PAGA Period, arising from any and all claims, theories, or primary rights that are asserted in, or are reasonably related to the factual allegations and legal assertions in the Action, including all claims and causes of action that could have been asserted in the Action based on the facts, claims, theories, or primary rights alleged in the Action. The Released PAGA Claims include but are not limited to those (a) alleged in Plaintiffs' PAGA Notice and the Action, including claims that arise out of the claims and facts alleged in the Action under PAGA, (b) any claims under PAGA which could have reasonably been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded, and (c) any other claims to the extent that they that are premised upon or arise out of the Released PAGA Claims, including those arising under California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, and/or for failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, 2800, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (full name,

address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____. Objections must be postmarked no later than _____. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **[DATE]** at **[TIME]** in Department SS9, of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the Los Angeles Superior Court, 111 North Hill Street, Los Angeles, California 90012, and may also be reviewed online at <https://www.lacourt.org/casesummary/ui/index.aspx>. You may also call or email class counsel using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

Settlement Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

BARTZ LAW GROUP, APC

5151 California Ave., Suite 100

Irvine, California 92617

(949) 504-4413

aaron@bartzlawgroup.com

May 26, 2023

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Travel Traders Hotel Stores, Inc.
Agent for Service of Process
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

Re: *Cesar Eduardo Rodriguez Revelo v Travel Traders Hotel Stores, Inc.*

Dear PAGA Administrator:

Please be advised that the law firms of Bartz Law Group, APC and United Employees Law Group represent Cesar Eduardo Rodriguez Revelo, and all other similarly situated aggrieved employees (“Plaintiffs”) with respect to their employment with Travel Traders Hotel Stores, Inc. (“Employer”).

The Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates stores within hotels and other lodging facilities. Plaintiff Revelo was employed as a non-exempt employee by Employer until April 18, 2023. Plaintiffs have worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Revelo.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Revelo and all other aggrieved employees all wages that they are owed, including minimum wages and overtime compensation, based upon Employer’s policy and practice of not paying for all hours worked. For example, Plaintiffs would be required to perform off the clock work without compensation, before and after their scheduled shifts to complete their work for Employer, without compensation. Employer also manipulated Plaintiffs’

time through time rounding and other means to avoid paying for all hours worked. Employer's failure to pay all minimum wages and overtime compensation violates Labor Code §§ 510 and 1194.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to continue working through their meal periods, even when Employer coerces Plaintiffs to clock out, without getting paid. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer failed to staff its stores appropriately to allow Plaintiffs to take duty-free, uninterrupted meal periods. Plaintiffs frequently have to work through their meal periods, and even when getting their meal periods, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Plaintiff Revelo and all other aggrieved employees were either not authorized or permitted to take their rest breaks. By the nature of Plaintiff Revelo's and other aggrieved employees' job duties, moreover, Plaintiffs were always on call during their shifts, and not allowed to take their rest periods, and could not leave their work areas to take their rest periods. Employer also coerced Plaintiffs not to take legally mandated rest periods by criticizing, disciplining and/or reprimanding employees who attempted to take legally mandated rest periods; failing to staff Employer's stores with sufficient employees to allow rest periods to be taken; scheduling work and calls during the time that Plaintiffs would take rest periods; and constantly pressuring Plaintiffs to remain available at all times during their shifts. As such, Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, failed to provide a second duty-free rest period of 10 minutes for shifts between 6-10 hours, and so on. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiff Revelo and all other aggrieved employees one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for business purposes, but Employer failed and refused to reimburse Plaintiffs for such expenses.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, failing to include the name and address of the legal entity that is the employer, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Revelo and other aggrieved employees, is providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

BARTZ LAW GROUP, APC

5151 California Ave., Suite 100

Irvine, California 92617

(949) 504-4413

aaron@bartzlawgroup.com

April 29, 2025

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Travel Traders Hotel Stores, Inc.
Agent for Service of Process
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

Re: Amended PAGA Letter – LWDA-CM-957820-23
Cesar Eduardo Rodriguez Revelo; Furkatjon Umarov v Travel Traders Hotel Stores, Inc.

Dear PAGA Administrator:

Please be advised that the law firms of Bartz Law Group, APC and United Employees Law Group represent Cesar Eduardo Rodriguez Revelo and Furkatjon Umarov, and all other similarly situated aggrieved employees (“Plaintiffs”) with respect to their employment with Travel Traders Hotel Stores, Inc. (“Employer”).

The Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197.1, 1198, 2800 and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates stores within hotels and other lodging facilities. Plaintiff Revelo was employed as a non-exempt employee by Employer until April 18, 2023. Plaintiff Umarov was employed as a non-exempt employee by Employer until September 2022. Plaintiffs have worked for Employer in California since May 26, 2022, and were subject to the same wage and hour violations as Plaintiffs Revelo and Umarov.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiffs Revelo, Umarov and all other aggrieved

employees all wages that they are owed, including minimum wages and overtime compensation, based upon Employer's policy and practice of not paying for all hours worked. For example, Plaintiffs would be required to perform off the clock work without compensation, before and after their scheduled shifts to complete their work for Employer, without compensation. Employer also manipulated Plaintiffs' time through time rounding and other means to avoid paying for all hours worked. Employer further failed to pay for all vacation wages at the proper rate pursuant to Labor Code § 227.3. Employer's failure to pay all minimum wages and overtime compensation violates Labor Code §§ 510, 1194, and 1197.1.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to continue working through their meal periods, even when Employer coerces Plaintiffs to clock out, without getting paid. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer failed to staff its stores appropriately to allow Plaintiffs to take duty-free, uninterrupted meal periods. Plaintiffs frequently have to work through their meal periods, and even when getting their meal periods, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Plaintiffs Revelo, Umarov and all other aggrieved employees were either not authorized or permitted to take their rest breaks. By the nature of Plaintiffs' Revelo's, Umarov's, and other aggrieved employees' job duties, moreover, Plaintiffs were always on call during their shifts, and not allowed to take their rest periods, and could not leave their work areas to take their rest periods. Employer also coerced Plaintiffs not to take legally mandated rest periods by criticizing, disciplining and/or reprimanding employees who attempted to take legally mandated rest periods; failing to staff Employer's stores with sufficient employees to allow rest periods to be taken; scheduling work and calls during the time that Plaintiffs would take rest periods; and constantly pressuring Plaintiffs to remain available at all times during their shifts. As such, Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, failed to provide a second duty-free rest period of 10 minutes for shifts between 6-10 hours, and so on. As a result of Employer's lack of a rest break

policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs Revelo, Umarov and all other aggrieved employees one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for business purposes, but Employer failed and refused to reimburse Plaintiffs for such expenses.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, failing to include the name and address of the legal entity that is the employer, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226, 1174, and 1174.5.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiffs Revelo, Umarov and other aggrieved employees, is providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

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EXHIBIT C

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Attorneys for Plaintiff CESAR EDUARDO RODRIGUEZ REVELO and FURKATJON
UMAROV, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CESAR EDUARDO RODRIGUEZ REVELO, an individual; FURKATJON UMAROV, an individual; on behalf of themselves and all others similarly situated and the general public, Plaintiffs, v. TRAVEL TRADERS HOTEL STORES, INC., a Delaware corporation; and DOES 1 to 100, inclusive, Defendants.	) Case No.: 23STCV20804) CLASS ACTION) FIRST AMENDED COMPLAINT FOR:) 1. Violation of <u>B&PC</u> §17200, et seq.) 2. Violation of <u>Labor Code</u> §§ 204, 227.3, 510,) 1194 and 1198;) 3. Violation of <u>Labor Code</u> §§ 200, et seq.;) 4. Failure to Pay Meal and Rest Break Premiums) at the Proper Regular Rate of Pay (Labor Code) §226.7)) 5. Failure to Provide & Maintain Accurate Wage) Statements Pursuant to Labor Code §226;) 6. Failure to Provide Meal Periods (Lab. Code) §226.7);) 7. Failure to Provide Rest Breaks (Lab. Code) §226.7);) 8. Failure to Reimburse Expenses (Lab. Code) §§ 2800 and 2802);) 9. Unlawful Deductions (Lab. Code §§ 221 et seq.)) 10. Violation of Labor Code §§2698-2699) (PAGA).) DEMAND FOR JURY TRIAL)))
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1 Plaintiffs CESAR EDUARDO RODRIGUEZ REVELO and FURKATJON
2 UMAROV, on behalf of themselves and all other persons similarly situated, and the general
3 public (hereinafter, "Plaintiffs"), hereby complain against Defendant, TRAVEL TRADERS
4 HOTEL STORES, INC., a Delaware corporation ("Travel Traders"); and DOES 1 to 100,
5 inclusive (hereinafter Travel Traders and Does 1-100 are collectively referred to herein as
6 "Defendants"), and on information and belief allege as follows:

7 **GENERAL ALLEGATIONS**

8 **JURISDICTION**

9 1. This is a civil action seeking recovery of, among other things, unpaid wages,
10 waiting time penalties, pay stub penalties and meal and rest period premiums under California
11 Labor Code §§ 510, 1194 et seq., 201 et seq., 226 and 226.7. Plaintiffs bring an action for
12 monetary damages for failure to pay wages as well as for restitution for Defendants'
13 violations of Business and Professions Code (B&PC) §17200, et seq., including full restitution
14 of all compensation retained by Defendants as a result of their unlawful, fraudulent and unfair
15 business practices. Plaintiffs seek all available relief, including full restitution of all
16 compensation retained by Defendants as a result of their unlawful and unfair business
17 practices. Further, Plaintiffs seek injunctive relief under B&PC §17200, et seq.

18 **VENUE**

19 2. Venue as to each of the Defendants is proper in this judicial district pursuant to
20 California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts
21 complained of herein occurred in the County of Los Angeles. Each defendant either owns,
22 maintains offices, transacts business, has an agent or agents within the County of Los
23 Angeles, or otherwise is found within the County of Los Angeles, and each defendant is
24 within the jurisdiction of this Court for purposes of service of process.

25 **PARTIES**

26 3. Plaintiffs Cesar Eduardo Rodriguez Revelo ("Revelo") and Furkatjon Umarov
27 ("Umarov") are individuals over the age of eighteen (18). At all relevant times herein,
28 Plaintiffs Revelo and Umarov worked for Defendants within the State of California.

1 4. Plaintiffs are informed and believe and thereon allege that at all times
2 mentioned herein, defendant Travel Traders is and was a Delaware corporation.

3 5. Plaintiffs are informed and believe and thereon allege that at all times
4 mentioned herein, Defendant Travel Traders was authorized to do business in the State of
5 California, County of Los Angeles, and operating retail stores. Thus, each named defendant
6 and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the
7 Labor Code, as hereinafter alleged.

8 6. Plaintiffs do not know the true names or capacities, whether individual,
9 partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that
10 reason, those defendants are sued under such fictitious names, and Plaintiffs will seek from
11 this Court leave to amend this Complaint when such true names and capacities are discovered.
12 Plaintiffs are informed and believe and thereon allege that each of the Defendants and each
13 fictitious defendant, whether individual, partners, or corporate, was responsible in some
14 manner for the circumstances alleged herein, and proximately caused Plaintiffs and all others
15 similarly situated hereinafter alleged and the general public to be subjected to the unlawful
16 employment practices, wrongs, injuries and damages complained of herein.

17 7. At all times herein mentioned, each of the Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore,
19 Defendants, and each of them, were the agents, servants, and employees of each and every
20 one of the other Defendants, as well as the agents of all Defendants, and at all times herein
21 mentioned were acting within the course and scope of said agency and employment. Plaintiffs
22 herein allege that Defendants and each of them is the joint employer of Plaintiffs and the
23 classes.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the
26 course and scope of and in pursuance of said joint venture, partnership, and common
27 enterprise.
28

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and damages alleged herein.

10. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages, as herein alleged.

11. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof. The California Superior Court also has jurisdiction in this matter because Plaintiffs and the putative classes herein worked within the State of California, and were subject to California's wage and hour laws.

PLAINTIFF CLASSES

12. The class representative Plaintiff who worked in the position of an hourly non-exempt employees or other similar title while employed by Defendants within the State of California, is as follows:

a. Cesar Eduardo Rodriguez Revelo

Plaintiff Revelo worked within California as a non-exempt employee between 2022 and 2023.

b. Furkatjon Umarov

Plaintiff Umarov worked within California as a non-exempt employee in 2022.

13. At all times mentioned herein, Plaintiffs and the entirety of the hourly Class identified herein are current and former employees of Defendants who were not properly paid all their wages, including but not limited to, proper premium overtime, and/or double time due to Defendants' failure to properly calculate the regular rate and/or include all hours worked in

1 a week to determine hours over eight (8) in a given day, or forty (40) in a week.

2 **CLASS ACTION ALLEGATIONS**

3 14. Plaintiffs bring this action on behalf of themselves and all others similarly
4 situated as a class action pursuant to CCP §382. The Classes which Plaintiffs seek to
5 represent are composed of and defined as follows:

6 **Class 1:**

7 All non-exempt hourly employees who worked for Defendants in California from
8 2019 through the date of judgment, who were not paid premium overtime and/or double time
9 at the employee's regular rate of pay;

10 **Subclass 1:**

11 All non-exempt hourly employees who worked for Defendants in California from
12 2019 through the date of judgment, who were not pay the regular rate of pay for meal and rest
13 period premiums;

14 **Class 2:**

15 All non-exempt hourly employees who worked for Defendants in California from
16 2019 through the date of judgment, who were not paid the minimum wage for all hours
17 worked (Minimum Wage Class);

18 **Class 3:**

19 All non-exempt hourly employees who worked for Defendants in California and who
20 worked at some point from 2019 through the present, who are no longer employed with
21 Defendants and to whom Defendants willfully failed to pay all wages due upon separation
22 from Defendants (Waiting Time Penalty Class);

23 **Class 4:**

24 All non-exempt hourly employees who worked for Defendants in California from
25 2019 to the present who were not provided legally compliant meal periods (Meal Break
26 Class);
27
28

Class 5:

All non-exempt hourly employees who worked for Defendants in California from 2019 through the present who were not provided legally-compliant rest breaks (Rest Break Class);

Class 6:

All non-exempt hourly employees who worked for Defendants in California from 2022 through the present who were provided a paystub (a.k.a. wage statement) which failed to list all hours actually worked and wages owed (Pay Stub Class).

Class 7:

All non-exempt hourly employees who worked for Defendants in California from 2019 through the present who were not reimbursed for their necessary and reasonable business expenses (Reimbursement Class).

Class 8:

All non-exempt hourly employees who worked for Defendants in California from 2019 through the present who were subject to Defendants' unlawful deductions from their paystubs (Unlawful Deductions Class).

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes are unknown to Plaintiffs at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

15. There are common questions of law and fact as to Plaintiffs and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants paid their employees proper premium overtime and/or double time at the employees' regular rate for hours over eight

(8) in a day and/or forty (40) hours in a week, in paying their hourly non-exempt employees;

- ii. Whether Defendants violated the applicable Labor Code provisions including §510, 1194, and 203 by requiring substantial overtime work and not paying for said work according to the overtime laws of the State of California;
- iii. Whether Defendants failed to pay the appropriate premium overtime compensation to the hourly employees;
- iv. Whether Defendants improperly retained, appropriated or deprived Plaintiffs and the class members of the use of monies or sums to which Plaintiffs and the class were legally entitled;
- v. Whether Defendants engaged in unfair business practices;
- vi. Whether Defendants, and each of them, were participants in the alleged unlawful conduct;
- vii. Whether Defendants' conduct was willful or reckless;
- viii. The effect upon and the extent of injuries suffered by Plaintiffs and all others similarly situated and the appropriate amount of compensation;
- ix. The appropriate amount of monetary penalties allowed by Labor Code §201, et. seq.;
- x. Whether Defendants pay and continue to pay for missed meal and rest period premiums at an allegedly "reduced" rate of pay in violation of Sections 11 and 12 of the applicable Wage Orders;
- xi. Whether Defendants violated Labor Code §226 and relevant IWC Wage Orders by failing to, among other violations, state the name and address of the legal entity that is the employer, accurately report total hours worked, all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly

1 work, state meal and rest period premiums owed to Plaintiffs and the
2 members of the Class;

3 xii. Whether Defendants knowingly and intentionally failed to maintain
4 records for Plaintiffs and members of the Class as required by Labor
5 Code § 1174 and the applicable IWC Wage Orders;

6 xiii. Whether Defendants failed to reimburse Plaintiffs and the
7 class members for necessary expenditures incurred in the performance
8 of their work for Defendants;

9 xiv. Whether Defendants made unlawful deductions from the wages owed
10 to Plaintiffs and the class.

11 16. Plaintiffs' claims are typical of the claims of all members of the classes and
12 subclasses mentioned herein. Plaintiffs, as representative parties, will fairly and adequately
13 protect the interest of the classes by vigorously pursuing this suit through their attorneys who
14 are skilled and experienced in handling matters of this type. Plaintiffs have no claim or
15 interest that is antagonistic to any class member.

16 17. The nature of this action and the nature of laws available to the members of the
17 classes and subclasses identified herein make use of the class action format a particularly
18 efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein.
19 Further, this claim involves a large corporate employer, Defendant Travel Traders, and a large
20 number of individual employees (Plaintiffs and all others similarly situated) with many
21 relatively small claims with common issues of law and fact. If each employee were required
22 to file an individual lawsuit, the corporate defendants would necessarily gain an
23 unconscionable advantage since they would be able to exploit and overwhelm the limited
24 resources of each individual plaintiff with their vastly superior financial and legal resources.
25 Requiring each class member to pursue an individual remedy would also discourage the
26 assertion of lawful claims by employees who would be disinclined to pursue an action against
27 their present and/or former employer for an appreciable and justifiable fear of retaliation and
28 permanent damage to their careers at present and/or subsequent employment. Proof of a

1 common business practice or factual pattern, of which the Plaintiffs experienced, is
2 representative of the class mentioned herein and will establish the right of each of the
3 members of the named class to recovery on the causes of action alleged herein.

4 18. The prosecution of separate actions by the individual class members, even if
5 possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
6 with respect to the individual class members against Defendants herein; and which would
7 establish potentially incompatible standards of conduct for Defendants; and/or (b) legal
8 determinations with respect to individual class members which would, as a practical matter,
9 be dispositive of the interest of the other class members not parties to adjudications or which
10 would substantially impair or impede the ability of the class members to protect their interests.
11 Further, the claims of the individual members of the class are not sufficiently large to warrant
12 vigorous individual prosecution considering all of the concomitant costs and expenses
13 attending thereto.

14 19. Plaintiffs and all others similarly situated are entitled to the wages and other
15 monies unlawfully withheld. This action is brought for the benefit of the public.

16 **FIRST CAUSE OF ACTION**

17 **(Violation of B&PC §17200, et seq.)**

18 20. Plaintiffs re-allege and incorporate by reference herein the allegations of all
19 preceding paragraphs as though fully set forth herein.

20 21. Beginning on an exact date unknown to Plaintiffs but believed to have
21 occurred from 2019 on, Defendants have engaged in a pattern and practice of acts of unfair
22 competition in violation of B&PC §17200, including the practices alleged herein.

23 22. Defendants, and each of them, operate retail stores within California, and have
24 engaged in the practice of paying their non-exempt employees, in a fashion that circumvents
25 California's wage and hour laws.

26 **FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

27 23. Plaintiffs are informed and believe and thereon allege that as part of
28 Defendants' ongoing unfair business practices, Defendants' hourly employees worked in

1 excess of eight (8) hours per day, and in excess of forty (40) hours per week without receiving
2 the proper regular rate of pay and/or minimum wage rate because Plaintiffs regularly work
3 off-the-clock hours, including pre-shift and post-shift work to open and close Defendants'
4 stores. Defendants also fail to pay the proper rate of pay because Defendants paid bonuses
5 and other incentive-based non-discretionary compensation, and disguise earnings by Plaintiffs
6 and the class to avoid paying the regular rate of pay for overtime purposes. Defendants are
7 therefore in violation of Labor Code §§ 510 and 1194, and the relevant California Industrial
8 Welfare Commission Orders.

9 24. Defendants, and each of them, consistently administered a corporate policy
10 regarding off-the-clock and on-call time, which required that employees work overtime
11 without proper premium overtime pay, the regular rate of pay, and/or minimum wage.
12 Defendants, and each of them, further failed to pay all wages owed by failing to pay all
13 vacation and paid time off at the proper rate of pay, pursuant to Labor Code § 227.3. This
14 corporate policy and pattern of conduct is accomplished with the advanced knowledge and
15 designed intent to avoid paying non-exempt employees for all hours worked. Accordingly,
16 Plaintiffs and the class members are entitled to all unpaid wages due under California law.
17 Further, Plaintiffs and the class are entitled to restitution of these wages obtained by
18 Defendants, and each of them.

19 **VIOLATION OF LABOR CODE § 200, ET SEQ.**

20 25. Plaintiffs are informed and believe and thereon allege that as part of
21 Defendants' ongoing unfair business practices, Defendants failed to provide all employees all
22 wages at the time of their separation in violation of Labor Code § 200, et. seq., including but
23 not limited to, §§201, 202, 203 & 204.

24 26. Labor Code § 200, et seq. provides that an employer is required to pay an
25 employee all wages (including accrued vacation) immediately upon the employee's
26 involuntary separation from employment; immediately upon his or her voluntary separation if
27 the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours,
28 if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

1 27. Plaintiffs are informed and believe and thereon allege that all employees who
2 have been separated from Defendants did not timely receive a final paycheck detailing the
3 proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.

4 28. Pursuant to Labor Code § 200, et seq. employees that no longer work for
5 Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for
6 each day that he or she was paid late, until payment was made, up to a maximum of thirty (30)
7 days.

8 **VIOLATION OF MEAL AND REST PERIOD PROVISIONS**

9 29. Defendants' improper meal and rest period policies are in violation of
10 California law including, but not limited to Labor Code § 226.7, 512, and the applicable IWC
11 Wage Orders. Plaintiffs and the class were entitled to 1 hour of pay for each meal and rest
12 break violation at their regular rate of pay. Defendants failed and continue to fail to pay for
13 meal and rest period violations at the employees' regular rate of pay in violation of Section 11
14 of the applicable Wage Orders.

15 30. Plaintiffs seek restitution and injunctive relief for said violations.

16 31. Plaintiffs are informed and believe and thereon allege that at all times herein
17 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices
18 prohibited by California B&PC §17200, thereby depriving their employees and the putative
19 class the minimum working standards and conditions due to them under the California labor
20 laws and Industrial Welfare Commission wage orders as specifically described herein.
21 Plaintiffs seek an injunction preventing Defendants from continuing their unfair business
22 practice of improperly depriving their employees of overtime pay, and payment of their
23 regular rate of pay for meal and rest period premiums. Plaintiffs further seek an order
24 requiring Defendants to identify by full name, telephone number, and last known address
25 employees who worked or still work for Defendants between 2019 through the date of
26 judgment; Plaintiffs further seek an order requiring Defendants to timely pay restitution to all
27 current and former employees, including back wages, premium payments, and interest.
28

1 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

2 32. Plaintiffs are informed and believe and thereon allege that as part of
3 Defendants' ongoing unfair business practices, Defendants, and each of them, fail to provide
4 their employees with proper and understandable itemized wage statement, as required by Labor
5 Code § 226.

6 33. Plaintiffs are informed and believe, and thereon allege, that Defendants, and
7 each of them, fail to provide each employee with an itemized statement which states the name
8 and address of the legal entity that is the employer, the actual regular rate paid, the total hours
9 worked by the employee, the gross and net wages earned, and all applicable hourly rates in
10 effect during the pay period and the corresponding number of hours worked at each hourly
11 rate by the employee.

12 **FAILURE TO REIMBURSE EXPENSES**

13 34. Defendants have adopted and implemented an illegal reimbursement policy
14 that fails to compensate Plaintiffs for all of their necessary business expenses incurred in
15 discharging their duties for Defendants.

16 35. Defendants' conduct in failing to reimburse Plaintiffs and the class for their
17 necessary business expenses is also unfair within the meaning of Business and Professions
18 Code §17200 because it is against established public policy and has been pursued to attain an
19 unjustified monetary advantage for Defendants by unfairly and unlawfully reducing Plaintiffs'
20 and the other class members' compensation, as Plaintiffs and the class are required to come
21 out of pocket for such expenses. As such, Defendants' business practices, including their
22 illegal reimbursement policy and practice, is unfair, illegal and fraudulent, in that such policy
23 and practice was intended to reduce Plaintiffs' and the class' due and owing compensation.
24
25
26
27
28

(Violation of Labor Code §§ 204, 227.3, 510, 1194 and 1198)

41. At all times relevant hereto, Plaintiffs are informed and believe and thereon allege that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this classification, Defendants have willfully violated the Labor Code with respect to meeting the requirements of paying one (1) regular rate of pay and calculating overtime and double time

1 based on that regular rate, as herein before alleged. Defendants have failed to properly pay
2 premium overtime for hours worked in a week, and as such, Defendants are able to reduce
3 their overhead and operating expenses and gain an unfair advantage over competing
4 companies complying with state law. Furthermore, Defendants have failed to include all
5 items of remuneration when determining the employees' regular rate of pay, as described
6 above.

7 42. Plaintiffs are informed and believe and thereon allege that Defendants
8 consistently administered a corporate policy regarding both staffing levels and duties and
9 responsibilities of the members of the classes which required the entirety of all classes to work
10 overtime without proper premium pay, and to fail all wages for hours worked. This corporate
11 policy and pattern of conduct was/is accomplished with the advance knowledge and design of
12 all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely, regularly
13 and customarily performed overtime work and/or work that they failed to be compensated at
14 the appropriate hourly wage.

15 43. Plaintiffs are informed and believe and thereon allege that the obligations and
16 responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly
17 situated merely allege wrongdoing with Defendants' pay plans, policies and practices.
18 Further, the duties of Plaintiffs and all others similarly situated are not relevant in certifying
19 any of the classes.

20 44. Defendants, and each of them, had a consistent and uniform policy, practice
21 and procedure of willfully failing to pay the earned and unpaid wages of all such non-exempt
22 employees. Defendants have willfully failed to pay the earned and unpaid wages of such
23 individuals, including, but not limited to regular pay, premium pay, vacation pay, and other
24 wages earned and remaining uncompensated according to amendment, or proof.

25 45. The pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation as described herein is unlawful and creates an entitlement to
27 recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance
28 of the full amount of all wages owing, including the proper calculation of the regular rate and

1 the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are
2 owing, including interest thereon, willful penalties, reasonable attorneys' fees, and costs of
3 suit according to the mandate of Labor Code § 1194, and 1197.1, et. seq.

4 46. Likewise, Defendants have a pattern, practice and uniform administration of
5 corporate policy regarding failure to comply with the required provisions of Labor Code §
6 226.7, in failing to pay Plaintiffs and the class the meal and rest period premium payments at
7 the regular rate.

8 **THIRD CAUSE OF ACTION**

9 **(Violation of Labor Code §§ 200, et. seq.)**

10 47. Plaintiffs re-allege and incorporate by reference herein the allegations of all
11 preceding paragraphs as though fully set forth herein.

12 48. Labor Code §§ 200, et. seq., provides that an employer is required to pay an
13 employee all wages (including accrued vacation) immediately upon an employee's
14 involuntary separation from employment; immediately upon her voluntary separation if the
15 employee gave at least seventy two (72) hours notice, and within seventy two (72) hours, if
16 the employee voluntarily separated, but did not give at least seventy two (72) hours notice.

17 49. Plaintiffs Revelo, Umarov, and other former employees of Defendants
18 employed in the State of California separated from employment with Defendants, and did not
19 timely receive a final pay check with all of their wages due from Defendants in violation of
20 Labor Code §§
21 200, et seq. Plaintiffs are informed and believe and thereon allege that Defendants also
22 violated the mandates of Labor Code §§ 200, et seq., as to other employees whose
23 employment ended during the period of time covered by this action.

24 50. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no
25 longer works for Defendants, and who was not timely paid all of his or her wages due is
26 entitled to one (1) day of pay in penalties for each day that he or she was paid late, until
27 payment was made, up to a maximum of thirty (30) days.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY MEAL AND REST PERIOD PREMIUMS AT THE PROPER**
3 **REGULAR RATE OF PAY**

4 **(Violation of Labor Code §§ 226.7 & 512, et seq.)**

5 51. Plaintiffs re-allege and incorporate by reference herein the allegations of all
6 preceding paragraphs as though fully set forth herein.

7 52. Plaintiffs believe and thereon allege that Labor Code §226.7 requires an
8 employer to pay an additional hour of compensation at the employee's regular rate of pay for
9 each meal period and rest period violation. During the class period, Plaintiffs are informed
10 and believe, and based thereon allege that Defendants have failed to pay Plaintiffs and the
11 class members meal period and rest period premium pay at their regular rate of pay.
12 Defendants' improper meal and rest period practices and policies are in violation of California
13 law including, but not limited to Labor Code § § 226.7, 512, and the IWC Wage Orders.

14 53. Pursuant to Labor Code §226.7, Plaintiffs are entitled to damages in an amount
15 equal to one (1) hour of the employee's regular rate of pay per each meal and rest period
16 violation, in a sum to be proven at trial.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

19 **(Violation of Labor Code § 226)**

20 54. Plaintiffs re-allege and incorporate by reference herein the allegations of all
21 preceding paragraphs as though fully set forth herein.

22 55. Labor Code §226(a) provides, in pertinent part:

23 An employer, semimonthly or at the time of each payment of wages, shall
24 furnish to his or her employee, either as a detachable part of the check, draft, or
25 voucher paying the employee's wages, or separately if wages are paid by
26 personal check or cash, an accurate itemized statement in writing showing (1)
27 gross wages earned, (2) total hours worked by the employee, except as
28 provided in subdivision (j), (3) the number of piece-rate units earned and any
applicable piece rate if the employee is paid on a piece-rate basis, (4) all
deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item, (5) net wages earned, (6)
the inclusive dates of the period for which the employee is paid, (7) the name

1 of the employee and only the last four digits of his or her social security
2 number or an employee identification number other than a social security
3 number, (8) the name and address of the legal entity that is the employer and, if
4 the employer is a farm labor contractor, as defined in subdivision (b) of Section
5 1682, the name and address of the legal entity that secured the services of the
6 employer, and (9) all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate by the
8 employee. . .

9 56. During the Class Period, Defendants knowingly and intentionally failed to
10 provide the Class Members, including Plaintiffs Revelo and Umarov, with timely and accurate
11 wage and hour statements showing gross wages earned, total hours worked, all deductions
12 made, net wages earned, the name and address of the legal entity employing that Class
13 Member, and all applicable hourly rates in effect during each pay period and the
14 corresponding number of hours worked at each hourly rate by that Class Member.

15 57. The Class Members, including Plaintiffs, suffered injury as a result of
16 Defendants' knowing and intentional failure to provide the Class Members, with the wage and
17 hour statements required by law.

18 58. Based on Defendants' conduct as alleged herein, Defendants are liable for actual
19 damages, statutory damages and/or statutory penalties pursuant to California Labor Code §
20 226, attorney's fees and costs and other applicable provisions of the Labor Code and
21 applicable Wage Order. Defendants are further liable for penalties for failing to keep accurate
22 and complete records pursuant to Labor Code § 1174.5.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **(Violation of Labor Code §§ 226.7 and 512)**

26 59. Plaintiffs re-allege and incorporate by reference herein the allegations of all
27 preceding paragraphs as though fully set forth herein.

28 60. California Labor Code § 512 and IWC Wage Orders state that an employer
may not employ an employee for a work period of more than five (5) hours per day without
providing the employee a meal period of not less than 30 minutes, and an employer may not

1 employ an employee for a work period of more than 10 hours per day without providing the
2 employee with a second meal period of not less than 30 minutes. Unless the employee is
3 relieved of all duty during a 30-minute meal period, the meal period shall be considered an
4 “on duty” meal period and counted as time worked. California Labor Code § 226.7(a) further
5 states that no employer shall require any employee to work during any meal or rest period
6 mandated by an applicable order of the IWC.

7 61. Employers are prohibited from exerting coercion against the taking of, creating
8 incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

9 62. Plaintiffs and members of the Class were not provided with or given the
10 opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor
11 were they provided with or given the opportunity to take a proper second meal period during
12 the days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and
13 the members of the Class to forego meal periods by disciplining and/or threatening
14 disciplinary action against them if they attempted to take meal periods, created incentives to
15 forego meal breaks, and encouraged the skipping of meal periods by scheduling work to
16 coincide with the meal periods, among other things. In addition, Defendants placed
17 unnecessarily tight timelines on Plaintiffs’ work, forcing them to miss their meal periods in
18 order to complete their jobs. As a result, Plaintiffs and members of the Class were required to
19 work and/or were not relieved of all duties during any meal period taken, and thus were
20 considered “on duty;” however, Defendants failed to count as time worked any “on duty”
21 meal period taken by Plaintiffs and the members of the Class.

22 63. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an
23 employer fails to provide an employee a meal period in accordance with the applicable
24 provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay
25 at the employee’s regular rate of pay for each workday that the meal period is not provided.
26 As such, Plaintiffs and members of the Class are entitled to an additional one hour’s pay for
27 each day in which Plaintiffs and members of the Class were not provided a proper meal break
28 under the above-described authorities.

1 64. Plaintiffs and the members of the Class request that the Court award interest on
2 all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from
3 the date the wages were due and payable pursuant to Labor Code § 218.6.

4 **SEVENTH CAUSE OF ACTION**

5 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS**

6 **(Violation of Labor Code § 226.7)**

7 65. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
8 allegations of the preceding paragraphs.

9 66. The applicable IWC Wage Orders state that every employer shall authorize and
10 permit all employees to take rest periods. The authorized rest period time shall be based on
11 the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of
12 work, or major fraction thereof. An employer must provide employees with 10 minutes' rest
13 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
14 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

15 67. Plaintiffs and Class Members were not permitted to take rest periods, were
16 required to work during their rest periods, and/or were disciplined and/or were advised that
17 they would be disciplined if they took rest periods during work hours, in contravention of
18 California law.

19 68. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage
20 Orders, if an employer fails to provide an employee a rest period in accordance with the
21 applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the
22 employee's regular rate of compensation for each workday that the rest period is not provided.

23 69. As such, Plaintiffs and the Class members are entitled to an additional one
24 hour's pay for each day in which they were not provided a proper rest period under the above-
25 described authorities.

26 70. Plaintiffs and the members of the Class request that the Court award interest on
27 all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from
28 the date the wages were due and payable pursuant to Labor Code § 218.6.

EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(Violation of (Labor Code §§ 2800, 2802))

71. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

72. California Labor Code § 2800 provides that an “employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.” California Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

73. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times Plaintiffs and the class members incurred certain expenses for their jobs with Defendants, including but not limited to using their own personal cell phones for their work. Despite this, Defendants failed and refused to indemnify Plaintiffs and the class for all of their expenditures in carrying out their duties for Defendants.

74. As a result of Defendants’ failure to indemnify Plaintiff and the class members, they have suffered losses according to proof, including prejudgment interest, costs, and attorneys’ fees in prosecuting this case.

NINTH CAUSE OF ACTION
UNLAWFUL DEDUCTIONS
(Violation of Labor Code §§ 221 et seq.)

75. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

76. Labor Code §221 provides: “It shall be unlawful for any employer to collect or receive from any employee any part of wages theretofore paid by said employer to said employee.”

77. Labor Code §223 provides: “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

78. Defendants unlawfully collected, received and/or paid Plaintiffs lower wages than permitted by statute and/or contract, by deducting fees for visa renewals, rent, and other unauthorized charges from Plaintiffs' and the class members' pay.

79. As a result of such unlawful deductions, Defendants owe Plaintiffs the unlawfully deducted amounts, penalties, interests, and costs and attorneys' fees to recover such deductions.

TENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Violation of Labor Code §§ 2698 and 2699)

80. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

81. On or about May 26, 2023, and by an amended letter dated April __, 2025, Plaintiffs provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

82. The LWDA failed to respond to Plaintiffs' counsel's correspondence and failed to notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein, within the time period requirements of the Private Attorneys General Act (PAGA), under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

83. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, and failure to provide accurate itemized wage statements, and failure to reimburse expenses, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 551, 552, 1174, 1174.5, 1194, 1197.1, 1198, 2800, 2802 and IWC Wage Orders.

1 84. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and
2 (c), and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of
3 themselves, as private attorneys general, and in a representative capacity on behalf of other
4 aggrieved employees, affected by the labor law violations alleged herein.

5 85. Defendants committed numerous violations of the California Labor Code and
6 IWC Wage Orders against the Plaintiffs, and on information and belief, against members of
7 the Class and other current and former employees while they were employed by Defendants,
8 including but not limited to:

9 a. Defendants violated Labor Code §§ 227.3, 510, 511, 1194 and/or IWC Wage
10 Orders by failing to pay Plaintiffs and the members of the Class, and on information and
11 belief, other current and former employees of Defendants, all minimum, straight time
12 overtime and vacation wages owed in compliance with California law;

13 b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage
14 Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed
15 meal or rest period at the regular rate of pay;

16 c. Defendants violated Labor Code §§ 1194, 1197, 1197.1, and/or IWC Wage
17 Orders by failing to pay Plaintiffs and the members of the Class, and on information and
18 belief, other current and former employees of Defendants, all minimum wages owed in
19 compliance with California law;

20 d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage
21 Orders by failing to pay Plaintiffs and the members of the Class, and on information and
22 belief, other current and former employees of Defendants, all wages owed in a timely manner
23 in compliance with California law;

24 e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by
25 failing to provide Plaintiffs and the members of the Class, and on information and belief, other
26 current and former employees of Defendants, the opportunity to take the requisite meal
27 periods in compliance with California law;

28 f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by
failing to authorize and permit Plaintiffs and the members of the Class, and on information
and belief, other current and former employees of Defendants, the opportunity to take the
requisite rest periods in compliance with California law;

1 g. Defendants violated Labor Code §§ 226, 1174, 1174.5 and/or IWC Wage
2 Orders by failing to properly maintain accurate employment time and records, maintain and/or
3 submit accurate itemized wage statements on behalf of Plaintiffs, members of the Class, and
4 on information and belief, on behalf of other current and former employees of Defendants as
5 described herein; and

6 h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by
7 failing to pay Plaintiffs, the Class, and on information and belief, other current and former
8 employees of Defendants as described herein;

9 i. Defendants violated Labor Code §§ 2800 and 2802 by failing to indemnify
10 Plaintiffs and members of the Class and on information and belief, other current and former
11 employees of Defendants as described herein;

12 j. Defendants violated Labor Code §§ 221 et seq. by unlawfully deducting
13 amounts from Plaintiffs and other members of the Class.

14 81. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other
15 aggrieved current and former employees seek to recover civil penalties, as otherwise provided
16 by statute and wage order, for which Defendants are liable as a result of their violations of the
17 California Labor Code and applicable wage order(s) in an amount to be proven at trial. These
18 penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204,
19 210, 221, 223, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197,
20 1197.1, 2699, 2800, 2802 and IWC Wage Orders. Plaintiffs and aggrieved current and former
21 employees further seek and award of reasonable attorneys' fees and costs pursuant to Labor
22 Code § 2698 and 2699.

23 PRAYER FOR RELIEF

24 WHEREFORE, Plaintiffs pray:

25 1. That the Court determine this action may be maintained as a class action;

26 As to the First Cause of Action:

27 2. For an order preliminarily and permanently enjoining Defendants from
28 engaging in the practices challenged herein;

1 3. An order for full restitution of all monies, as necessary and according to proof,
2 to restore any and all monies withheld by the Defendants by means of the unfair practices
3 complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a
4 receiver, as necessary. The restitution includes all monies retained as wages, as defined in
5 Labor Code §§ 201, 202, 510 and 1194, and interest, and attorneys' fees as a result of the
6 unfair business practices;

7 4. For an order finding and declaring that Defendants' acts and practices as
8 challenged herein are unlawful, and unfair and/or fraudulent;

9 5. For an accounting, under administration of Plaintiffs and subject to court
10 supervision, to determine the amount to be returned by Defendants and the amounts to be
11 refunded to members who are or were not paid all their wages due to Defendants' unfair
12 business practices;

13 6. For the creation of an administrative process wherein each injured current and
14 former employee receives his or her back wages in the form of overtime pay or alternatively
15 that each current or former eligible employee may submit a claim in order to receive his/her
16 money;

17 7. For an order requiring Defendants to make full restitution and payment
18 pursuant to B&PC §§ 17200, et seq.;

19 8. For all other appropriate declaratory and equitable relief;

20 9. For pre-judgment interest to the extent permitted by law;

21 10. For an order requiring Defendants to identify, by name, address and telephone
22 number of each person who worked in California as an hourly non-exempt employee for
23 Defendants between 2019 through the time of judgment;

24 11. For an order imposing all civil and statutory penalties provided by law.

25 **As to the Second and Fourth Cause of Action:**

26 12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and
27 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders)
28 regarding wages due and owing;

1 13. For pre-judgment interest as allowed by Labor Code § 1194 and California
2 Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for
3 reasonable attorneys' fees;

4 14. For an order imposing all civil and statutory penalties provided by law.

5 **As to the Third Cause of Action:**

6 15. For waiting time penalties for all former employees not timely paid their last
7 pay check, including vacation pay;

8 16. For reasonable attorneys' fees and costs;

9 17. For an order imposing all civil and statutory penalties provided by law.

10 **As to the Fifth Cause of Action:**

11 18. For recovery as authorized by Labor Code §226(e);

12 19. For injunctive relief to ensure Defendants' compliance with Labor Code §226
13 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

14 20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code
15 §226(e) and/or §226(h);

16 21. For an order imposing all civil and statutory penalties provided by law.

17 **As to the Sixth Cause of Action:**

18 22. One (1) hour of pay at each of the employees' regular rate of compensation for
19 each workday that a meal period was not provided, impeded, discouraged and/or dissuaded;

20 23. For an order imposing all civil and statutory penalties provided by law.

21 **As to the Seventh Cause of Action:**

22 24. One (1) hour of pay at each of the employees' regular rate of compensation for
23 each workday that a rest period was not authorized or permitted, or impeded, interrupted,
24 discouraged and/or dissuaded;

25 25. For an order imposing all civil and statutory penalties provided by law.

26 **As to the Eighth Cause of Action:**

27 26. For recovery of all necessary expenditures or losses incurred by Plaintiffs and
28 the class members, according to proof;

27. For pre-judgment interest as allowed by Labor Code §§ 218.6, 1194(a), and Civil Code § 3287;

28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c);

As to the Ninth Cause of Action:

29. For the recovery of all unlawfully deducted amounts from Plaintiffs' and class members wages;

30. For pre-judgment interest as allowed by Labor Code §§ 218.6, 1194(a), and Civil Code § 3287;

31. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c);

As to the Tenth Cause of Action:

32. That the Court declare, adjudge and decree that Defendants violated California Private Attorneys General Act, Labor Code § 2698 and 2699;

33. For an order imposing all civil and statutory penalties provided by law;

34. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(g); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action:

36. For reasonable costs incurred;

37. For such other and further relief as this Court may deem just and proper.

Dated: May 2, 2025

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiffs Cesar Eduardo Rodriguez
Revelo and Furkatjon Umarov, and all others
similarly situated

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DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable to a jury.

Dated: May 2, 2025

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Attorneys for Plaintiff Cesar
Eduardo Rodriguez Revelo and Furkatjon
Umarov, and all others similarly situated

1 **PROOF OF SERVICE - C.C.P. §§ 1013A, 2015.5**
2 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

3 I, the undersigned, am employed in the County of Orange, State of California. I am over
4 the age of eighteen (18) years and not a party to the within action. My business address is 5151
California Ave., Suite 100, Irvine, California 92617.

5 On May 2, 2025, I served true copies of the foregoing documents described as:
6 **FIRST AMENDED COMPLAINT** on the interested parties in this action, addressed as
7 follows:

8 Brian S. Fong (SBN 262846)
9 SHEPPARD, MULLIN, RICHTER &
10 HAMPTON LLP
11 Four Embarcadero Center, 17th Floor
12 San Francisco, CA 94111
13 Email: bfong@sheppardmullin.com

Attorneys for Defendant

14 Carina L. Novell (SBN 329560)
15 SHEPPARD, MULLIN, RICHTER &
16 HAMPTON LLP
17 501 West Broadway, 18th Floor
18 San Diego, CA 92101
19 Email: cnovell@sheppardmullin.com

20 Walter Haines, Esq.
21 United Employees Law Group
22 8605 Santa Monica Blvd., #63354
23 West Hollywood, CA 90069
24 Email: walter@uelglaw.com

Co-Counsel for Plaintiff

25 (X) BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order I
26 caused the above-entitled document(s) to be served through Case Anywhere at
27 www.caseanywhere.com addressed to all parties appearing on the electronic service list for the
28 above-entitled case. The service transmission was reported as complete and a copy of the
Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with
the original document(s) in this office.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct, and that this declaration was executed on May 2, 2025.

/s/ Leanne Nguyen-Phuoc/s/
Leanne Nguyen-Phuoc

EXHIBIT D



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	950
Opt Out Rate	1%
Opt Outs Received	10
Total Class Claimants	941
Subtotal Admin Only	\$12,000.00

Will Not Exceed: \$12,000.00

For 950 Class Members

Pricing Good for Scope of Estimate Only

March 19, 2025

Case: Rodriguez v. Travel Traders Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Aaron A. Bartz
Firm: BARTZ LAW GROUP, APC
Contact Number: (949) 504-4413
Email: aaron@bartzlawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 950 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$130.25	1	\$130.25
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$300.00	2	\$600.00
Total			\$1,262.25

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	950	\$237.50
Notice Packet & Opt-Out Form	\$1.25	950	\$1,187.50
Estimated Postage (up to 2 oz.)*	\$0.69	950	\$655.50
Static Website	\$200.00	1	\$200.00
Total			\$2,530.50

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	95	\$95.00
Remail Notice Packets	\$1.25	95	\$118.75
Estimated Postage	\$0.00	95	\$0.00
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$528.75

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Mail Class Checks *	\$1.25	950	\$1,187.50
Estimated Postage	\$0.69	950	\$655.50
Total			\$3,398.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	77	\$115.50
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (Ca State Tax Reporting Included)	\$1,650.00	1	\$1,650.00
Total			\$3,360.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$12,000.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.