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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
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.

Case No. 23STCV20804

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

**~~[PROPOSED]~~ ORDER AND JUDGMENT
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR
ATTORNEYS' FEES AND COSTS**

Date: March 10, 2026
Time: 8:30 a.m.
Dept: 9

1 The Motion for Final Approval of Class Action Settlement (“Motion”) came before this
2 Court on March 10, 2026, at 8:30 a.m., in in Department 9 of the above-entitled court, located
3 at the Los Angeles Superior Court, 312 North Spring Street, Los Angeles, California 90012.
4 Plaintiffs Cesar Eduardo Rodriguez Revelo and Furkatjon Umarov (“Plaintiffs”) appeared
5 through their attorneys of record. Defendant Travel Traders Hotel Stores, Inc. (“Defendant”)
6 appeared through its attorneys of record. (Plaintiffs and Defendant collectively referred to
7 herein as the “Parties”).

8 The Court, having considered the Amended Class Action and PAGA Settlement
9 Agreement, and (hereafter, “Settlement Agreement”), attached as Exhibit 1 to the Declaration
10 of Aaron Bartz in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement
11 and having considered the Motion for Final Approval of Class Action Settlement (“Motion”),
12 and having considered the respective points and authorities and declarations submitted by the
13 parties in support of the Motion; and good cause appearing, HEREBY ORDERS, DECREES
14 AND ADJUDGES AS FOLLOWS:

15 1. This Judgment Granting Final Approval of Class Action Settlement
16 incorporates by reference the definitions set forth in the Settlement Agreement, and all terms
17 used herein shall have the same meanings as set forth in the Settlement Agreement.

18 2. The Court hereby approves the terms set forth in the Settlement Agreement and
19 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in
20 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
21 according to its terms. The Court has jurisdiction over the subject matter of this proceeding
22 and over all Parties to this proceeding, including Class Members.

23 3. This Court certifies a Settlement Class under California Code of Civil
24 Procedure section 382 for purposes of settlement only based on the reasons set forth in this
25 Judgment, and defined as follows:

26 All current and former non-exempt employees who have performed work
27 in the state of California for Defendant at any time during the period

beginning from August 29, 2019 through August 16, 2025.

4. Each member of the Settlement Class will release Defendant and the other Released Parties pursuant to the terms of the Settlement Agreement. Plaintiffs also release the Released Parties pursuant to the terms of the Settlement Agreement.

5. The distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to the Class as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who could be identified through reasonable effort. As executed, the Class Notice was the best notice practicable under the circumstances. Class Members were afforded the opportunity to exclude themselves or object to the settlement. No Class Member objected to the settlement, and no class members excluded themselves from the settlement. No objectors appeared at the duly noticed hearing on the Parties’ Motion for Final Approval of Class Action Settlement.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arms-length negotiations. Consummation of the settlement in accordance with the terms and provisions of the Settlement Agreement is therefore approved.

7. The Settlement Agreement is not an admission by Defendant, nor is this Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. The Settlement Agreement and/or the fact of settlement, shall not be construed as an admission or concession by Defendant of any violations or failure to comply with applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with federal, state, local or other applicable law. Neither this Judgment, the Settlement Agreement, or any document referred to herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

1 8. The Gross Settlement Amount is \$1,250,775. The Gross Settlement Amount
2 shall represent the total consideration to be paid by Defendant in connection with this
3 settlement, except that Defendant shall also pay the employer's share of payroll taxes pursuant
4 to the Settlement Agreement. Defendant shall have no further liability for costs, expenses,
5 interest, taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided
6 in the Settlement Agreement.

7 9. The Court hereby confirms that named Plaintiffs Cesar Eduardo Rodriguez
8 Revelo and Furkatjon Umarov are approved as Class Representatives, and awards incentive
9 payments as follows: ~~\$10,000~~^{\$7,500} to Cesar Eduardo Rodriguez Revelo, and ~~\$10,000~~^{\$7,500} to Furkatjon
10 Umarov. The payment of the Class Representative enhancement awards shall be made in
11 accordance with the terms of the Settlement Agreement.

12 10. The Court hereby approves the following as Class Counsel: Bartz Law Group
13 APC and United Employees Law Group PC. The Court further awards Class Counsel the
14 amount of \$416,666 in attorneys' fees. Class Counsel shall also be awarded costs in the amount
15 of \$17,606.62. The attorneys' fees and costs authorized by this paragraph shall be paid in
16 accordance with the terms of the Settlement Agreement.

17 11. The Court further approves the payment of \$12,950 to Phoenix Settlement
18 Administrators for the fees and costs of administering the settlement as set forth in the
19 Settlement Agreement. The payment authorized by this paragraph shall be paid in accordance
20 with the terms of the Settlement Agreement.

21 12. The Administrator shall promptly calculate and mail the checks to those Class
22 Members who have not opted out and cause to be paid attorneys' fees, taxes, costs, and
23 enhancements as approved by the Court and in accordance with the terms of the Settlement
24 Agreement. The envelope transmitting the settlement distribution to a class member shall
25 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." A
26 Class Member must cash his or her Settlement Share check within 180 calendar days after it
27 is mailed to him or her. If the check remains uncashed by the expiration of the 180-day
28 period, the Administrator shall send those funds to the California State Controller's
Unclaimed Property Fund. As such, no "unpaid residue" under California Code of Civil

Procedure section 384 will result from the Settlement.

13. Pursuant to PAGA, the LWDA has been given notice of the Settlement and Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA. The Court hereby grants approval of the portion of the Settlement Agreement resolving Plaintiffs' PAGA Claims, including the settlement and release of the PAGA Claims from May 26, 2022 through November 13, 2025, as defined in the Settlement Agreement, and the payment of Seventy-Five Thousand Dollars (\$75,000) from the Gross Settlement Amount to resolve the PAGA claims ("PAGA Penalties"), of which Fifty Six Thousand Two Hundred Fifty Dollars (\$56,250) (75% of the PAGA Penalties) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion – Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) (25% of the PAGA Penalties) – going to Aggrieved Employees. Aggrieved Employees shall be paid their portion of the Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) on a pro rata basis, based on their proportionate pay periods worked for Defendant from May 26, 2022 through November 13, 2025. The payment to each Aggrieved Employee shall be made in the form of a check to be mailed to each of them pursuant to the Settlement Agreement. The payment to the LWDA shall be made in the form of a check to be mailed to the LWDA pursuant to the Settlement Agreement. The State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the claims for civil penalties for the violations of the California Private Attorneys General Act of 2004 that could have been sought by the Labor Commissioner for the violations of PAGA identified in the PAGA Notice and the Action during the PAGA Period.

14. The Parties agree that, upon final approval of the settlement, the Court shall enter Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the construction, interpretation, implementation and enforcement of the Settlement Agreement according to its terms, over the administration and distribution of the settlement proceeds, and other post-Judgment matters as are permitted by law.

15. This Judgment shall be entered pursuant to the Settlement Agreement and is intended to effectuate the settlement as more fully described in the Settlement Agreement. In the event that the settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated.

Non-Appearance Case Review re
16. A Final Accounting is set for July 22, 2027 at 8:30 a.m./~~p.m.~~
in Department 9 of the above-referenced Court, and no later than July 15, 2027, the parties shall file and serve a compliance report.

IT IS SO ORDERED, ADJUDGED AND DECREED.



Dated: 03/10/2026

Hon. Elaine Lu
Judge of the Superior Court