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Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

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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]

**DECLARATION OF CLASS
REPRESENTATIVE FURKATJON
UMAROV IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: March 10, 2026

Time: 8:30 a.m.

Dept: 9

I, FURKATJON UMAROV, declare as follows:

1. I am over the age of eighteen and am a Class Representative Plaintiff in the matter *Revelo et al. v. Travel Traders Hotel Stores, Inc.* The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

3. I was previously employed by Defendant Travel Traders Hotel Stores, Inc. ("Defendant") in 2022 as a non-exempt employee. During my time working for Defendant, I was subjected to the same wage and hour policies and practices that are at issue in this case, including the Defendant's practice of failing to pay employees all wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing to provide accurate wage statements, failing to reimburse myself and other hourly employees, and related issues.

4. When I first spoke with my attorneys about this case, I was able to specifically detail Defendant's wage violations, since I had corresponded with Defendant about its failure to pay bonuses with the overtime rate, as well as meal period and other wage issues. Since the beginning of this case, I have been closely involved in assisting my attorneys with prosecuting this action, and have done so diligently and aggressively since I filed the Complaint. Before becoming involved in the case, I spent several hours acquainting myself with my duties and obligations as a class action and PAGA representative, and my role in prosecuting this case against Defendant.

5. After I became involved in this case, I assisted my attorneys in reviewing and understanding the numerous documents exchanged during informal discovery. I reviewed many of Defendant's policy documents with my attorneys, and answered my attorneys' questions relating to those documents. I was also able to connect my attorneys with other employees who could support the claims being made in this case.

6. In June 2024, the parties agreed to go to Mediation, and I worked with my attorneys to prepare for the Mediation. I monitored the Mediation remotely, and discussed the result of the Mediation with my attorneys after its conclusion.

1 7. Because the Mediation was unsuccessful, I assisted my attorneys after the
2 Mediation with gathering other case documents, and putting my attorneys in touch with other
3 potential witnesses who experienced similar wage violations. Many months after the Mediation,
4 I discussed various settlement strategies with my attorneys, and approved of a mediator's
5 proposal in December 2024. Since then, I have communicated with my attorneys regarding the
6 settlement terms, and spent many hours reviewing the Memorandum of Understanding and long-
7 form settlement agreement, and ensuring that the settlement agreement is fair to all class
8 members.

9 8. As detailed above, I actively participated in all stages of litigation and have been
10 continuously apprised of all aspects of this case. All in all, I estimate that I have spent over 65
11 hours of time on this case. I believe that if not for my efforts and persistence in this case, that the
12 class members would have benefitted far less without my involvement. I am an adequate
13 representative of the hourly employees. My interests are the same as the other non-exempt
14 employees, as Defendants uniformly failed to provide compliant meal and rest periods and has
15 failed to pay the proper overtime rate by not including attendance bonuses, and related issues
16 asserted in the operative pleadings. Additionally, Defendants failed to provide legally compliant
17 pay stubs to the entirety of the class. I received the same uniform pay stubs as every other hourly
18 non-exempt employee, and I believe that there are other aspects with the paystubs that are
19 confusing and make it difficult to accurately confirm if the employees are paid correctly.

20 9. I have been diligent, and I believe I acted above and beyond that which was
21 expected of me as a Class Representative throughout all stages of the litigation, up to and
22 including the settlement of this Class Action. I have no claim that was antagonistic to the class. I
23 accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful
24 in this lawsuit. I have accepted the stigma of being a class representative in a class action labor
25 dispute which could affect my future employability.

26 10. I believe that the Class Action Settlement and PAGA representative settlement in
27 the gross amount of \$1,250,000 obtained on behalf of the class is excellent in view of the
28 complex and varied issues involved with the case. I took into consideration the strengths and

weaknesses of the various claims for all employees and along with my attorneys agreed to the settlement. I was prepared to sit for trial, if necessary. I strongly support the settlement in this matter. When I was contemplating settlement, I always kept the best interests of the class and the aggrieved employees in mind over my own and I was not willing to settle the matter until I felt it was in the best interest of all class members and aggrieved employees.

11. In addition to performing work on this matter, I assumed a substantial risk in serving as a class representative if the Defendant prevailed in this case. My willingness to assume the financial risk was and is significant. Although I was confident in the merits of this lawsuit, I do not have any substantial savings and bringing this lawsuit was a serious commitment on my behalf and exposed myself to considerable risk. My attorneys have advised me that California law provides that the losing party must pay the prevailing party's costs. As such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my capacity as Class Representative and pursue all claims against Defendant.

12. As one of the named plaintiffs in this case, moreover, any future employer can Google my name and find out that I have sued one of my former employers. I believe this has and will continue to impair my future employment.

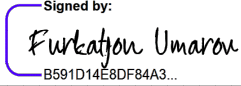
13. I also chose to file this lawsuit so that other affected employees could benefit as well, and gave up a potentially more lucrative individual lawsuit. Prior to my termination, I repeatedly emailed with Defendant's human resources about failing to pay me all wages due to incentive compensation offered for certain shifts. After making my complaints, I was treated differently and retaliated against because of those complaints.

14. Considering the amount of time I put into the case, the stigma of filing litigation, and the impact it has had on all class members, and the broad release of claims that I have signed, I believe an enhancement of \$10,000 is fair and reasonable.

15. I have been informed of and previously agreed to, in writing, of the attorneys' fee sharing arrangement between Bartz Law Group APC (BLG) and United Employees Law Group

1 PC (UELG), whereby BLG is entitled to 2/3, and UELG entitled to 1/3, of the attorneys' fees
2 received in this case.

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4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct. Executed on February 4, 2026.

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7  Signed by:
Furkatjon Umarov
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