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13 **SUPERIOR COURT OF CALIFORNIA,**

14 **COUNTY OF KERN**

15 LISA HARPER, an individual, on behalf of
16 herself and on behalf of all persons similarly
17 situated,

18 Plaintiffs,

19 vs.

20 CW GOVERNMENT TRAVEL, INC., a
21 California Corporation; and DOES 1 through 50,
22 inclusive

23 Defendants.

Case No.: BCV-23-102216

24 **DECLARATION OF MADELY NAVA OF**
25 **APEX CLASS ACTION, LLC, IN SUPPORT**
26 **OF MOTION FOR FINAL APPROVAL OF**
27 **CLASS ACTION SETTLEMENT**

28 Date: November 13, 2025

Time: 8:30 a.m.

Dept.: 17

Judge: Hon. Thomas S. Clark

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Administrator for the above captioned *Harper v. CW Government Travel, Inc.* matter. On
6 behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *of Proposed Settlement of Class Action and Hearing Date for Final Court Approval*, (referred to as
20 “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes
21 among Class Members regarding the number of workweeks recorded by Defendants during the Class
22 Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award
23 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required
24 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
25 (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
26 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
27 to perform.

1 4. On July 10, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On July 11, 2025, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Class Member. The data file was successfully uploaded to our database,
7 where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class
8 Data consisted of a total of 109 individuals.

9 6. In preparation for the mailing process, all 109 names and addresses listed in the Class Data
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice
15 Packet. However, in cases where no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

17 7. On July 25, 2025, the Class Notice Packet was sent to all 109 individuals listed in the Class Data
18 using U.S First Class Mail. A copy of the mailed Class Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 18 returned Class Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 18 returned Class Notice Packets in
21 order to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace
22 effort resulted in obtaining 18 updated addresses, to which we promptly re-mailed the Class Notice
23 Packets via U.S First Class Mail.

24 9. As of the date of this declaration, there have been 18 Class Notice Packets re-mailed as a result
25 of Apex's skip-tracing efforts.

26 10. As of the date of this declaration, 0 Class Notice Packets have been considered undeliverable.

27 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
28 for submitting a request for exclusion from the Settlement was September 23, 2025.

1 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
2 deadline for submitting a written objection to the Settlement was September 23, 2025

3 13. As of the date of this declaration, Apex will report 109 Participating Class Members, constituting
4 100% of the total 109 Class Members.

5 14. The total number of workweeks worked by Participating Class Members during the Class Period
6 is 10,212.00. The Net Settlement Amount available to Participating Class Members is estimated to be
7 \$207,515.00 and was calculated by subtracting the requested attorneys' fees (\$150,000.00), the amount
8 requested for litigation costs and expenses (\$35,000.00), the requested Class Representative Service
9 Payment (\$12,500.00), the requested Settlement Administration Costs (\$4,985.00), and the PAGA
10 Penalties payment (\$40,000.00) from the Gross Settlement Amount (\$450,000.00).

11 15. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
12 be approximately \$5,710.12, the *average* Individual Class Payment is currently estimated to be
13 approximately \$1,903.81, and the *lowest* Individual Class Payment is currently estimated to be
14 approximately \$20.32. These amounts are subject to employee-side tax and withholdings.

15 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$10,000.00) will be allocated to
16 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
17 cannot opt out of the PAGA settlement. There are 78 Aggrieved Employees who worked a total of 2,578
18 pay periods during the PAGA Period.

19 17. The *highest* Individual PAGA Penalties payment to an Aggrieved Employee is approximately
20 \$224.98, the *average* Individual PAGA Payment is approximately \$128.21, and the *lowest* Individual
21 PAGA Payment is approximately \$3.88.

22 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
23 and anticipated expenses, amount to \$4,985.00. Apex will proceed with additional tasks related to this
24 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
25 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
26 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 15th day of October
3 2025, in Irvine, California.

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8 MADELY NAVA
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Exhibit A

Harper v. CW Government Travel, Inc.

c/o Apex Class Action LLC

PO Box 54668

Irvine, CA 92619

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

Harper v. CW Government Travel, Inc.,

Superior Court of the State of California, County of Kern, Case No. BCV-23-102216

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.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE
CAREFULLY.**

You may be eligible to receive money from a employee class action lawsuit (“Action”) against Defendant CW Government Travel, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiff Lisa Harper (“Plaintiff”) and seeks payment of (1) wages and other relief for a Class of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (July 11, 2019 through December 13, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (October 13, 2022 through December 13, 2024) (“PAGA Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to PAGA Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be \$«Est_PAGA_PMT»**. 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 «Class_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» PAGA Pay Periods**. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and PAGA 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 (if any) against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the 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, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are an PAGA 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 wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is September 23, 2025	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. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. 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 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an PAGA Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by September 23, 2025	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 Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on November 13, 2025 at 8:30 a.m., at the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301, in Department 17 before Judge Thomas S. Clark. This hearing may change as explained below in Section 9. 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 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 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by September 23, 2025	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period 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 September 23, 2025. See Section 5 of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Kern (the "Court"), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (July 11, 2019 through December 13, 2024).

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end 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 Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff 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. Plaintiff 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 its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On July 11, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Kern, Case No. BCV-23-102216 ("Action"). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements,

failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On April 17, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) in the Superior Court of the State of California, County of Kern, adding one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. (“PAGA”). The First Amended Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on July 10, 2025. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Maximum Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Fifty Thousand Dollars (\$450,000) (the “Maximum Settlement Amount”) to fund the settlement of the Action. The Maximum Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Maximum Settlement Amount and the amount necessary to pay payroll taxes within fourteen (14) days of the Effective Date. The Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Maximum Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Maximum Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff 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:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$5,484, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Maximum Settlement Amount, which presently equals \$150,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$35,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payment.** Class Representative Service Payment in an amount not more than \$12,500 to the named Plaintiff as service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$40,000 relating to Plaintiff’s claim under PAGA, 75% (\$30,000) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$10,000) will be distributed to the PAGA Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees’ 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee’s PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an PAGA Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is October 13, 2022 through December 13, 2024.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Maximum Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$207,016. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks actually worked by all Participating Class Members during the Class Period and

(b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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. Plaintiff 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.

Need to Promptly Cash Payment Checks. The front of every check issued 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 transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Maximum Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 the Released Class Claims. The "Released Class Claims" are all claims for violations of the following Labor Code sections that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Members for the entire Class Period and, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's Operative Complaint, arising at any time during the Class Period: (a) failure to pay all wages owed, whether due to alleged off the clock work, rounding, failure to correctly calculate the regular rate or any other theory of liability for the underpayment of the minimum wage or overtime (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to provide accurate wage statements; (g) failure to provide wages when due during employment; (h) failure to pay sick pay at the regular rate of pay; (i) unfair business practices; (j) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Members. The release of the Released Class Claims shall be effective as to the entire Class Period. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Maximum Settlement Amount and funds all PAGA Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period. The PAGA Released Claims are as follows: (a) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204 et seq., 210, 218, 221, 226, 226.7, 227.3, 233, 246 et seq., 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2699 et. seq., CCR Title 8, Section 11040, claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate, and failure to reimburse business expenses or failure to provide suitable seating; and (b) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees. The release of the PAGA Released Claims shall be effective as to the entire PAGA Period.

Released Parties. The Released Parties are Defendant as well as its parents, subsidiaries, affiliates, related organizations, successors and assigns.

5. How much will my payment be?

Defendant's records reflect that you worked «Class_Weeks» Workweeks during the Class Period (July 11, 2019 through December 13, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Est_Class_PMT».

Defendant's records reflect that you worked «PAGA_Pay_Periods» PAGA Pay Periods during the during the PAGA Period (October 13, 2022 through December 13, 2024). Based on this information your estimated Individual PAGA Payment is \$«Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is **September 23, 2025**. You may also fax the dispute to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, P.O. Box 54668, Irvine, CA 92619 (800) 355-0700.

The Court will hold a Final Approval Hearing on November 13, 2025, at 8:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, PAGA Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion because you cannot opt out of the PAGA portion of the settlement.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is September 23, 2025. You may also fax your request to opt out to (949) 989-4428 or email to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Harper v. CW Government Travel, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Harper v. CW Government Travel, Inc.*, Case No. BCV-23-102216. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is P.O. Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after September 23, 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for November 13, 2025 Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Harper v. CW Government Travel* or on the website for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-23-102216.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is September 23, 2025.** You may also fax the dispute to (949) 989-4428 or email to claims@apexclassaction.com. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Harper v. CW Government Travel, Inc.*, Case No. BCV-23-102216, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC
Email Address: claims@apexclassaction.com
Mailing Address: PO Box 54668 Irvine, CA 92619
Telephone Number: 1-800-355-0700
Fax Number: (949)989-4428

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

<u>CLASS COUNSEL:</u> Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik DeBlouw LLP 2255 Calle Clara La Jolla, CA 92037 Tel.: (858) 551-1223 Fax: (858) 551-1232 E-Mail: kyle@bamlawca.com	<u>COUNSEL FOR DEFENDANT:</u> Jody A. Landry Littler Mendelson, P.C. 501 W. Broadway, Suite 900 San Diego, CA 92101
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9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 8:30 a.m. (Pacific Standard Time) on November 13, 2025, in Department 17 of the Superior Court of California, County of Kern, located at 1215 Truxtun Ave, Bakersfield, CA 93301, before Judge Thomas S. Clark. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the remote procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings/remote-hearing-information>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Harper v. CW Government Travel*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-23-102216.

10. How Can I Get More Information?

You may call the Administrator at (800) 355-0700 or write to *Harper v. CW Government Travel* Administrator, c/o Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Harper v. CW Government Travel*, where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-23-102216. If you wish to view the Court files in person, you must go to the Clerk's Office at the Metropolitan Division Justice Courthouse, 1215 Truxtun Ave, Bakersfield, CA 93301.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.