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11 Attorneys for Plaintiff(s),
12 RAYMOND REED, and all others similarly situated
13 (Additional attorneys for parties on following page)

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN DIEGO**
16 **(UNLIMITED JURISDICTION)**

17 RAYMOND REED, on behalf of himself and all
18 others similarly situated, and the general public,
19 and as an “aggrieved employee” on behalf of
20 himself and other similarly situated “aggrieved
21 employees” under the Labor Code Private
22 Attorneys General Act of 2004,

23 *Plaintiff(s),*

24 vs.

25 TRAVELER'S CONVENIENCE, INC., a
26 California corporation; and DOES 1–50,
27 inclusive,

28 *Defendant(s).*

Case No. 24CU011598C

**[PROPOSED] ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

Hearing Date: July 10, 2026
Hearing Time: 10:15 a.m.
Hearing Dept.: C-66, The Honorable
Wendy M. Behan

Action filed: September 17, 2024



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1 Having considered the Parties' PAGA Settlement Agreement ("Agreement" or "PAGA
2 Settlement"), IT IS HEREBY ORDERED THAT:

3 1. To the extent required by Labor Code § 2699(l), the Settlement and its terms
4 represent a reasonable and adequate settlement of highly disputed claims to Plaintiff Raymond
5 Reed ("Plaintiff"), the "Aggrieved Employees" (as the term is defined in the PAGA Settlement),
6 the State of California, Plaintiff's counsel, and Defendant TRAVELER'S CONVENIENCE,
7 INC. ("Defendant"), and is approved.

8 2. Defendant shall pay the "Gross Settlement Amount" (as the term defined in the
9 Settlement) in the amount of \$60,000.00. The Gross Settlement Amount includes: (a) the PAGA
10 Counsel Fees Payment in the amount of \$20,000.00 and PAGA Counsel Litigation Expenses
11 Payment of up to \$11,500 to David Glenn Spivak of The Spivak Law Firm and Walter L. Haines
12 of United Employees Law Group, PAGA Counsel; (b) "PAGA Penalties" (as the term defined in
13 the PAGA Settlement) payable to the Aggrieved Employees and the Labor and Workforce
14 Development Agency ("LWDA"); and (c) Administration Expenses Payment of up to \$5,000 to
15 Phoenix Class Action Administration Solutions to administer the settlement, in accordance with
16 the procedure as mentioned in the Settlement.

17 3. The allocation of the Settlement payment among the Plaintiff, the Aggrieved
18 Employees, the State of California, the Settlement Administrator and Plaintiff's counsel is fair,
19 just, reasonable, adequate, and equitable to all concerned, and is approved to the extent required
20 under Labor Code § 2699(l).

21 4. The settlement is approved on the terms stated in the Agreement.

22 5. Judgment in this matter is entered in accordance with, and incorporates by
23 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to
24 terminate this action, this judgment will terminate the action.

25 6. The PAGA Settlement is not an admission by Defendant, or any of the "Released
26 Parties" (as the term is defined in the Settlement), nor is this judgment a finding of the validity
27 of any allegations or of any wrongdoing by Defendant or the Released Parties. Neither this
28 judgment, the Agreement, nor any document referred to therein, nor any action taken to carry out



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1 the PAGA Settlement, may be construed as, or may be used as, an admission of any fault,
2 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or the
3 Released Parties.

4 7. The PAGA Settlement shall be binding on Plaintiff, all Aggrieved Employees,
5 and the State of California, who are hereby barred from re-litigating any of the claims released
6 by the Settlement.

7 8. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive
8 and continuing jurisdiction over the above-captioned action and the parties for purposes of
9 enforcing the terms of the PAGA Settlement.

10 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

11
12
13 **DATE**

HONORABLE WENDY M. BEHAN
SUPERIOR COURT JUDGE



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