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8 RAYMOND REED, and all others similarly situated
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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**
12 **(UNLIMITED JURISDICTION)**

13 RAYMOND REED, on behalf of himself and
14 all others similarly situated, and the general
15 public, and as an "aggrieved employee" on
16 behalf of himself and other similarly situated
"aggrieved employees" under the Labor Code
Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 TRAVELER'S CONVENIENCE, INC., a
20 California corporation; and DOES 1-50,
21 inclusive,

22 *Defendant(s).*

Case No. 24CU011598C

PAGA SETTLEMENT AGREEMENT

Action filed: September 17, 2024
Dept: C-66, The Honorable
Wendy M. Behan

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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RAYMOND REED, and all others similarly situated

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Attorneys for Defendant(s),
TRAVELER'S CONVENIENCE, INC.

1 This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff
2 Raymond Reed ("Plaintiff") and Defendant Traveler's Convenience, Inc. ("Traveler's
3 Convenience, Inc."). The Agreement refers to Plaintiff and Defendant collectively as "Parties,"
4 or individually as "Party."

5
6 **1. DEFINITIONS.**

7 1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against
8 Traveler's Convenience, Inc. captioned "Raymond Reed, on behalf of himself and all others
9 similarly situated, and the general public, and as an "aggrieved employee" on behalf of himself
10 and other similarly situated "aggrieved employees" under the Labor Code Private Attorneys
11 General Act of 2004, *Plaintiff(s)*, vs. Traveler's Convenience, Inc., a California corporation;
12 and DOES 1 through 50, inclusive, *Defendant(s)*," Case No. 24CU011598C initiated on
13 September 17, 2024 and pending in Superior Court of the State of California, County of San
14 Diego.

15 1.2. "Administrator" means Phoenix Class Action Administration Solutions, the
16 neutral entity the Parties have agreed to appoint to administer the Settlement.

17 1.3. "Administration Expenses Payment" means the amount the Administrator will
18 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
19 accordance with the Administrator's "not to exceed" bid submitted to the Court in connection
20 with approval of the Settlement.

21 1.4. "Aggrieved Employee" means a person employed by Defendant in California
22 and classified as hourly, non-exempt employee who worked for Defendant during the PAGA
23 Period.

24 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying
25 information in Defendant's possession including the Aggrieved Employee's name, last-known
26 mailing address, Social Security number, and number of PAGA Pay Periods.

27 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation

1 and search for current Aggrieved Employee mailing addresses using all reasonably available
2 sources, methods and means including, but not limited to, the National Change of Address
3 database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

4 1.7. "Court" means the Superior Court of California, County of San Diego.

5 1.8. "Defense Counsel" means Spencer C. Skeen of Ogletree Deakins.

6 1.9. "Effective Date" means the date by when both of the following have occurred:
7 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
8 Judgment is final. The Judgment is final as of the day the Court enters Judgment.

9 1.10. "Gross Settlement Amount" means \$60,000.00 which is the total amount
10 Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The
11 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
12 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
13 Administrator's Expenses Payment.

14 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
15 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
16 Employee worked during the PAGA Period.

17 1.12. "Judgment" means the judgment entered by the Court based upon the Court's
18 approval of the Settlement.

19 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
20 agency entitled, under Labor Code section 2699, subd. (i).

21 1.14. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the
22 LWDA under Labor Code section 2699, subd. (i).

23 1.15. "PAGA Counsel" means David Glenn Spivak of The Spivak Law Firm and
24 Walter L. Haines of United Employees Law Group, the attorneys representing the Plaintiff in
25 the Action.

26 1.16. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
27 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
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1 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

2 1.17. "PAGA Pay Period" means any Pay Period during which an Aggrieved
3 Employee worked for Defendant for at least one day during the PAGA Period.

4 1.18. "PAGA Period" means the period from August 7, 2023 through Court approval
5 of the Agreement.

6 1.19. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et
7 seq.).

8 1.20. "PAGA Notice" means Plaintiff's August 07, 2024 letter to Defendant and the
9 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

10 1.21. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid
11 from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees, and the 65%
12 to LWDA in settlement of PAGA claims. The PAGA Penalties will be calculated by deducting
13 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
14 Administration Expenses Payment from the Gross Settlement Amount.

15 1.22. "Plaintiff" means Raymond Reed, the named plaintiff in the Action.

16 1.23. "Approval Order" means the proposed Court Order Granting Approval of PAGA
17 Settlement.

18 1.24. "Released PAGA Claims" means the claims being released by the Plaintiff and
19 PAGA Counsel and as described in Paragraph 5 below.

20 1.25. "Released Parties" means Defendant and any of its present and former parent
21 companies, subsidiaries, divisions, concepts, related or affiliated companies and its
22 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns,
23 and any individual or entity that could be liable for any of the Released Claims, including any
24 joint employer, and Defendant's counsel of record in the Action.

25 1.26. "Settlement" means the disposition of the Action effected by this Agreement and
26 the Judgment.

27 1.27. "Defendant" means named Defendant Traveler's Convenience, Inc.

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2 **2. RECITALS.**

3 2.1. On September 17, 2024, Plaintiff commenced this Action by filing a class
4 action Complaint alleging causes of action against Defendant for (1) failure to pay wages; (2)
5 failure to provide rest breaks; (3) failure to provide meal periods; (4) failure to issue proper
6 wage statements; (5) failure to timely pay wages; (6) failure to maintain required payroll
7 records; (7) unfair competition; and other related claims. On October 15, 2024, Plaintiff filed a
8 First Amended Complaint adding penalties under the Private Attorney General Act ("PAGA").
9 The First Amended Complaint is the operative complaint in the Action (the "Operative
10 Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure
11 to comply with the laws identified in the Operative Complaint, and denies any and all liability
12 for the causes of action alleged.

13 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
14 notice to Defendant and the LWDA by sending the PAGA Notice.

15 2.3. On April 9, 2025, the Parties participated in an all-day mediation presided over
16 by The Honorable Ronald S. Prager (ret.) which led to this Agreement to settle the Action.

17 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number
18 of comparable employees, the number of pay periods, average rates of pay, sample time
19 records, written policies, sample payroll records, financial records, and related information.

20 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not
21 aware of any other pending matter or action asserting claims that will be extinguished or
22 affected by the Settlement.

23 2.6. Plaintiff will request dismissal of the class allegations.
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25 **3. MONETARY TERMS.**

26 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8
27 below, Defendant promises to pay \$60,000.00 and no more as the Gross Settlement Amount.

1 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
2 Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement
3 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition
4 of payment. None of the Gross Settlement Amount will revert to Defendant.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
6 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
7 the Court in the Court's Approval order:

8 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than
9 33.33%, which is currently estimated to be \$20,000.00 and a PAGA Counsel Litigation
10 Expenses Payment of not more than \$11,500. Defendant will not oppose requests for these
11 payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will
12 file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses
13 Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel
14 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate
15 the remainder to the PAGA Penalties. Released Parties shall have no liability to PAGA
16 Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA
17 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator
18 will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or
19 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed
20 on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and
21 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy
22 regarding any division or sharing of any of these Payments.

23 3.2.2. To the Administrator: An Administrator Expenses Payment not to
24 exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent
25 the Administration Expenses are less or the Court approves payment less than \$5,000, the
26 Administrator will retain the remainder to the PAGA Penalties.

27 3.2.2.1. The Administrator will calculate each Individual PAGA Payment

1 by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the
2 total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
3 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
4 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
5 their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments
6 on IRS 1099 Forms.

7 8 **4. SETTLEMENT FUNDING AND PAYMENTS.**

9 4.1. Aggrieved Employee Pay Periods. Based on a review of its records from
10 August 7, 2023 through September 3, 2024, Defendant estimates there are 79 Aggrieved
11 Employees who worked a total 1,886 PAGA Pay Periods.

12 4.2. Aggrieved Employee Data. Within 15 days, Defendant will simultaneously
13 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
14 spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain
15 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for
16 purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved
17 Employee Data to Administrator employees who need access to the Aggrieved Employee Data
18 to effect and perform under this Agreement. Defendant has a continuing duty to immediately
19 notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
20 identifying information and to provide corrected or updated Aggrieved Employee Data as soon
21 as reasonably feasible. Without any extension of the deadline by which Defendant must send
22 the Aggrieved Employee Data to the Administrator, the Parties and their counsel will
23 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
24 related to missing or omitted Aggrieved Employee Data.

25 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
26 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after
27 the Effective Date.

1 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant
2 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
3 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA
4 Counsel Fees Payment and PAGA Litigation Expenses Payment. Disbursement of the PAGA
5 Counsel Fees Payment and PAGA Litigation Expenses Payment shall not precede disbursement
6 of Individual PAGA Payments.

7 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
8 and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
9 face of each check shall prominently state the date (not less than 180 days after the date of
10 mailing) when the check will be voided. The Administrator will cancel all checks not cashed
11 by the void date. Before mailing any checks, the Administrator must update the recipients'
12 mailing addresses using the National Change of Address Database.

13 4.4.2. The Administrator must conduct an Aggrieved Employee Address
14 Search for all other Aggrieved Employees whose checks are returned undelivered without USPS
15 forwarding address. Within seven (7) days of receiving a returned check the Administrator
16 must re-mail checks to the USPS forwarding address provided or to an address ascertained
17 through the Aggrieved Employee Address Search. The Administrator need not take further
18 steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as
19 undelivered. The Administrator shall promptly send a replacement check to any Aggrieved
20 Employee whose original check was lost or misplaced, requested by the Aggrieved Employee
21 prior to the void date.

22 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
23 uncashed and cancelled after the void date, the Administrator shall transmit the funds
24 represented by such check to the California Controller's Unclaimed Property Fund in the name
25 of the Aggrieved Employee.

26 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant
27 to confer any additional benefits or make any additional payments to Aggrieved Employees
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(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, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims for PAGA penalties that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice and for the PAGA Period including, but not limited to, failure to pay wages; failure to pay overtime; failure to pay minimum wages; failure to provide meal breaks; failure to provide rest breaks; failure to provide accurate wage statements; failure to provide timely pay; failure to pay all wages at termination; failure to reimburse; and misclassification ("Plaintiff's Release"). Plaintiff's Release does not extend to Plaintiff's individual non-PAGA claims, 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 PAGA Period. Plaintiff shall enter into a separate confidential individual Settlement Agreement and Release of All Claims ("Individual Settlement Agreement") with Defendant for an additional payment of \$10,000 to settle his individual wage and hour claims and a California Civil Code Section 1542 release. Should the Court require submission of the separate Individual Settlement Agreement for review, Plaintiff shall be permitted to publicly file the Individual Settlement Agreement to obtain approval of this Settlement based on the Court's instructions.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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2 **A general release does not extend to claims that the creditor**
3 **or releasing party does not know or suspect to exist in his or**
4 **her favor at the time of executing the release, and that if**
5 **known by him or her would have materially affected his or**
6 **her settlement with the debtor or Released Party.**

7 The Parties agree that Plaintiff's Release and Waiver of Rights under California Civil Code
8 Section 1542 is limited to his PAGA claims and excludes any claims covered by the Individual
9 Settlement Agreement that Plaintiff and Defendant will enter into. The Parties also agree that
10 nothing in the Individual Settlement Agreement deprives Plaintiff's standing to obtain approval
11 of this Settlement or prevent Plaintiff from or waives Plaintiff's rights to recover the Individual
12 PAGA Payment that he is entitled to under this Agreement.

13 5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to
14 release, on behalf of themselves and their respective former and present representatives, agents,
15 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
16 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
17 Period facts stated in the Operative Complaint and the PAGA Notice.

18 5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present
19 and former attorneys, employees, agents, successors and assigns the Released Parties from all
20 claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
21 Period facts stated in the Operative Complaint and the PAGA Notice.

22 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff will
23 prepare and file an application or motion for approval of this Settlement.

24 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense
25 Counsel all documents necessary for obtaining approval of this Settlement under Labor Code
26 Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA
27 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for
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1 administering the Settlement and attesting to its willingness to serve; competency; operative
2 procedures for protecting the security of Aggrieved Employee Data; amounts of insurance
3 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to
4 any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the
5 nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense
6 Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission
7 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code
8 section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this
9 Agreement (Labor Code section 2699, subd. (1)(2)); (iv) a redlined version of the parties'
10 Agreement showing all modifications made to the Model Agreement ready for filing with the
11 Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved
12 Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that
13 they are not aware of any other pending matter or action asserting claims that will be
14 extinguished or adversely affected by the Settlement.

15 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly
16 responsible for expeditiously finalizing and filing the application or motion for approval of this
17 Settlement no later than 30 days after the full execution of this Agreement and, if necessary,
18 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of
19 the motion. PAGA Counsel is responsible for delivering the Court's approval order to the
20 Administrator.

21 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
22 application or motion for approval of this Settlement and/or the supporting declarations and
23 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
24 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
25 If the Court does not grant the motion for approval of this Settlement or conditions its approval
26 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
27 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
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1 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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3 **7. SETTLEMENT ADMINISTRATION.**

4 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class
5 Action Administration Solutions to serve as the Administrator and verified that, as a condition
6 of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
7 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
8 for payment of Administration Expenses. The Parties and their Counsel represent that they
9 have no interest or relationship, financial or otherwise, with the Administrator other than a
10 professional relationship arising out of prior experiences administering settlements.

11 7.2 Employer Identification Number. The Administrator shall have and use its own
12 Employer Identification Number for purposes of calculating payroll tax withholdings and
13 providing reports state and federal tax authorities.

14 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
15 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
16 Regulation section 468B-1.

17 7.4 Administrator Duties. The Administrator has a duty to perform or observe all
18 tasks to be performed or observed by the Administrator contained in this Agreement or
19 otherwise.

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21 **8. ESTIMATES OF NUMBER OF AGGRIEVED EMPLOYEES AND**
22 **ESCALATOR CLAUSE.** Defendant estimated for purposes of mediation that there are 1,886
23 PAGA Pay Periods worked by 79 Aggrieved Employees for the period of August 7, 2023
24 through September 3, 2024. These numbers would be expected to increase proportionately for
25 the passage of time between that date and the time of court approval. Before the Parties seek or
26 a Party seeks court approval of the Settlement, the Settlement Administrator will advise
27 Plaintiff's counsel of Defendant's report of the total number of PAGA Pay Periods worked and

1 Aggrieved Employees. If the PAGA Pay Periods worked *and/or* Aggrieved Employees exceeds
2 the referenced 1,886 PAGA Pay Periods *and/or* 79 Aggrieved Employees by more than
3 10.00%, the Gross Settlement Amount will increase proportionally according to the number of
4 additional PAGA Pay Periods worked or Aggrieved Employees above the 10.00% increase.
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6 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
7 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement
8 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
9 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
11 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
12 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
13 rights to appeal from the Judgment, including all rights to post-judgment and appellate
14 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
15 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose
16 such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations
17 to perform under this Agreement will be suspended until such time as the appeal is finally
18 resolved and the Judgment becomes final, except as to matters that do not affect the settlement.
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20 **10. ADDITIONAL PROVISIONS.**

21 10.1 No Admission of Liability or Representative Manageability for Other
22 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
23 Nothing in this Agreement is intended or should be construed as an admission by Defendant
24 that any of the allegations in the Operative Complaint have merit or that Defendant has any
25 liability for any claims asserted; nor should it be intended or construed as an admission by
26 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that
27 representative treatment is for purposes of this Settlement only. If, for any reason the Court
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1 does not approve this Settlement, Defendant reserves all available defenses to the claims in the
2 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this
3 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
4 admissible in connection with, any litigation (except for proceedings to enforce or effectuate
5 the Settlement and this Agreement).

6 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
7 Agreement together with its attached exhibits shall constitute the entire agreement between the
8 Parties relating to the Settlement, superseding any and all oral representations, warranties,
9 covenants, or inducements made to or by any Party.

10 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately
11 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
12 all appropriate action required or permitted to be taken by such Parties pursuant to this
13 Agreement to effectuate its terms, and to execute any other documents reasonably required to
14 effectuate the terms of this Agreement including any amendments to this Agreement.

15 10.4 Cooperation. The Parties and their counsel will cooperate with each other and
16 use their best efforts, in good faith, to implement the Settlement by, among other things,
17 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
18 points and authorities as requested by the Court. In the event the Parties are unable to agree
19 upon the form or content of any document necessary to implement the Settlement, or on any
20 modification of the Agreement that may become necessary to implement the Settlement, the
21 Parties will seek the assistance of a mediator and/or the Court for resolution.

22 10.5 No Prior Assignments. The Parties separately represent and warrant that they
23 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
25 cause of action, or right released and discharged by the Party in this Settlement.

26 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense
27 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
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1 Settlement be relied upon as such within the meaning of United States Treasury Department
2 Circular 230 (31 CFR Part 10, as amended) or otherwise.

3 10.7 Modification of Agreement. This Agreement, and all parts of it, may be
4 amended, modified, changed, or waived only by an express written instrument signed by all
5 Parties or their representatives, and approved by the Court.

6 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and
7 inure to the benefit of, the successors of each of the Parties.

8 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits
9 will be governed by and interpreted according to the internal laws of the state of California,
10 without regard to conflict of law principles.

11 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and
12 preparation of this Agreement. This Agreement will not be construed against any Party on the
13 basis that the Party was the drafter or participated in the drafting.

14 10.11 Confidentiality. To the extent permitted by law, all agreements made, and
15 orders entered during Action and in this Agreement relating to the confidentiality of
16 information shall survive the execution of this Agreement.

17 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
18 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
19 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
20 negotiations, or in connection with the Settlement, may be used only with respect to this
21 Settlement, and no other purpose, and may not be used in any way that violates any existing
22 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
23 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
24 electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the
25 Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA
26 Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

27 10.13 Headings. The descriptive heading of any section or paragraph of this
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1 Agreement is inserted for convenience of reference only and does not constitute a part of this
2 Agreement.

3 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this
4 Agreement shall be to calendar days. In the event any date or deadline set forth in this
5 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the
6 first business day thereafter.

7 10.15 Notice. All notices, demands or other communications between the Parties in
8 connection with this Agreement will be in writing and deemed to have been duly given as of
9 the third business day after mailing by United States mail, or the day sent by email or
10 messenger, addressed as follows:

11
12 To Plaintiff:
13 David Glenn Spivak, Esq.
14 The Spivak Law Firm
15 8605 Santa Monica Bl
16 PMB 42554
17 West Hollywood, CA 90069
18 david@spivaklaw.com

16 To Defendant:
17 Spencer C. Skeen, Esq.
18 Ogletree Deakins
19 4660 La Jolla Village Drive, Suite 900
20 San Diego, CA 92122
21 Spencer.Skeen@ogletreedeakins.com

21 10.16 Execution in Counterparts. This Agreement may be executed in one or more
22 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
23 Agreement shall be accepted as an original. All executed counterparts and each of them will be
24 deemed to be one and the same instrument if counsel for the Parties will exchange between
25 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
26 prove the existence and contents of this Agreement.

27 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement

1 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
2 further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to
3 extend the date to bring a case to trial under CCP section 583.310 for the entire period of this
4 settlement process.
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9 Dated: 102325, 2025

By: 
RAYMOND REED, Plaintiff

11
12 Dated: 10-16, 2025

By: 
Steve Abbo
President
TRAVELER'S CONVENIENCE,
INC., Defendant

16 THE SPIVAK LAW FIRM

17
18 Dated: October 23, 2025

By: 
DAVID GLENN SPIVAK, Attorneys
for Plaintiff, RAYMOND REED

21 UNITED EMPLOYEES LAW GROUP

22
23 Dated: October 23, 2025

By: 
WALTER L. HAINES, Attorneys for
Plaintiff, RAYMOND REED

26 OGLETREE DEAKINS

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Dated: October 17, 2025

By: 
SPENCER C. SKEEN, Attorneys for
Defendant, TRAVELER'S
CONVENIENCE, INC.

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EXHIBIT A

1 **NOTICE OF PAGA SETTLEMENT**

2 *Raymond Reed v. Traveler's Convenience, Inc.*
3 *(Superior Court of California, San Diego County*
4 *Case No. 24CU011598C*

5 <<Phoenix Class Action Administration Solutions>>

6 []
7 []

8 Telephone: []

9 «Barcode» «BarcodeString»

10 SIMID «SIMID»

11 «FirstName»

12 «LastName»

13 «Address1» «Address2»

14 «City» «State» «Zip»

15 You are receiving this notice as a result of a lawsuit brought on a representative basis
16 under the Private Attorneys General Act, Labor Code §§ 2698, *et seq.* ("PAGA") ("the
17 Action"). The plaintiff in the Action is Raymond Reed ("Plaintiff") and the defendant is
18 Traveler's Convenience, Inc. ("Defendant"). The Action seeks civil penalties for purported
19 violations of the California Labor Code on behalf of all Defendant's current and former
20 California hourly, non-exempt employees of Defendant who Defendant employed during the
21 PAGA Period of August 7, 2023 through <<court approval order date>> ("Aggrieved
22 Employees"). Defendant denies all claims and allegations in the Action, denies that it owes any
23 penalties, and asserts that it has fully complied with all applicable Labor Code
24 provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant
25 has settled the case and the Court has approved the settlement and release of claims. By settling
26 the Action, Defendant is not admitting that it has done anything wrong. As of and subject to the
27 occurrence of the Effective Date of the Settlement, the Settlement resolves all claims for PAGA
28 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
facts stated in the Operative Complaint and the PAGA Notice ("Released PAGA Claims"). The
"Released Parties" are Defendant and any of its present and former parent companies,
subsidiaries, divisions, concepts, related or affiliated companies and its shareholders, officers,
directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or
entity that could be liable for any of the Released Claims, and Defendant's counsel of record in
the Action.

By Order dated <<court approval order date>>, the Superior Court of the State of
California, San Diego County approved the Settlement of the PAGA claims.

According to the Defendant's records, you are an Aggrieved Employee and therefore
entitled to an Individual PAGA Payment, a share of the settlement based upon the Court
approved allocation. Enclosed with this Notice is your check for your Individual PAGA
Payment. The settlement check shall remain valid for 180 days. Thereafter, all uncashed checks

1 shall be distributed to California State Controller's Office Unclaimed Property Fund with an
2 identification of the amount of unclaimed funds attributable to each Aggrieved Employee.

3 Please Note: One hundred percent (100%) of your Individual PAGA Payment under
4 this Settlement will be considered penalties and may be subject to local, state, or federal tax
5 withholdings and will be reported to the IRS and state tax authorities. You should rely on your
6 own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither
7 Plaintiff nor Defendant have made any representations or warranties regarding the taxation of
8 your Individual PAGA Payment. Nothing within this notice or any other communication shall
9 constitute or be construed or relied upon as tax advice within the meaning of United States
10 Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the
11 appropriate tax forms pertaining to your payment.

12 Do not call or write the Court or Office of the Clerk to ask questions about the
13 settlement or to ask questions about the claims process. If you have any questions, you may call
14 or write to Phoenix Class Action Administration Solutions (the Administrator) using the
15 contact information at the top of this correspondence.
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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO
(UNLIMITED JURISDICTION)

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

Plaintiff(s),

vs.

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

Defendant(s).

Case No. 24CU011598C

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT AGREEMENT

Action filed: September 17, 2024
Dept: C-66, The Honorable Wendy M. Behan

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

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

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

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

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

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

6. The PAGA Settlement is not an admission by Defendant, or any of the “Released Parties” (as the term is defined in the Settlement), nor is this judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or the Released Parties.

1 Neither this judgment, the Agreement, nor any document referred to therein, nor any action
2 taken to carry out the PAGA Settlement, may be construed as, or may be used as, an admission
3 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant
4 or the Released Parties.

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

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

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

12
13
14 **DATE**

THE HONORABLE WENDY M. BEHAN
SUPERIOR COURT JUDGE