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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SACRAMENTO**

REGINALD TODD, on behalf of himself and  
all others similarly situated, and the general  
public,

Plaintiff,

vs.

COMPASS GROUP USA, INC. a Delaware  
corporation; DELTA AIR LINES, INC., a  
Delaware corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 23CV007763

Assigned for All Purposes To:

Hon. Jill H. Talley

Dept.: 23

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
APPROVAL OF PAGA SETTLEMENT;  
FINAL JUDGMENT**

Hearing Date: June 13, 2025

Time: 9:00 a.m.

Dept.: 23

On June 13, 2025 at 9:00 a.m. in Department 23, Plaintiff Reginald Todd's ("Plaintiff") unopposed Motion for Approval of the parties' PAGA Settlement Agreement and Release ("Settlement Agreement") came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel ("PAGA Counsel") and counsel also appeared for Defendants Compass Group USA, Inc. ("Defendant CGUSA"), and Delta Air Lines, Inc. ("Defendant Delta") (collectively "Defendants"). There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

**NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

1. This Order incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. There are approximately 475 Aggrieved Employees, defined as "all persons employed by CGUSA at Delta Sky Club locations in California, in hourly or non-exempt positions during the PAGA Period" which is "the period from September 1, 2022, through April 23, 2024."

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$190,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted

1 to the Labor and Workforce Development Agency (“LWDA”) fully and adequately complied with  
2 the notice requirements of California Labor Code § 2699.

3 5. Effective on the date when Defendant CGUSA fully funds the entire Gross  
4 Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released  
5 Parties as follows:

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

11 “Released Parties” means: Defendants and any of their past, present and future direct or  
12 indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, and other related  
13 entities, as well as each of its of their past, present and future officers, directors, employees,  
14 partners, members, shareholders and agents, attorneys, insurers, reinsures, and any individual or  
15 entity which could be jointly liable with Defendants.

16 “Operative Complaint” means: Plaintiff’s March 7, 2025, Second Amended Complaint,  
17 Case No. 23CV007763, filed in the Superior Court of California County of Sacramento, alleging  
18 Civil Penalties under Labor Code § 2698, *et seq.*

19 “PAGA Notice” means: Plaintiff’s LWDA letter to Defendants and the LWDA providing  
20 notice pursuant to Labor Code section 2699.3, subd.(a).

21 6. Nothing in the Settlement Agreement is intended or should be construed as an  
22 admission by Defendants that any of the allegations in the Operative Complaint have merit or that  
23 Defendants have any liability for any claims asserted; nor should it be intended or construed as an  
24 admission by Plaintiff that Defendants’ defenses in the Action have merit.

25 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA  
26 Counsel for settlement purposes.

27 8. Pursuant to the terms of the Settlement, the Court awards Attorneys’ Fees to PAGA  
28 Counsel in the total amount of **\$63,333.33**, to be paid out of the Gross Settlement Amount, as final

1 payment for and satisfaction of any and all attorney's fees arising out of the Action.

2 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to  
3 PAGA Counsel in the amount of **\$16,173.88**, to be paid out of the Gross Settlement Amount, as  
4 final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

5 13. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix") to  
6 serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the  
7 Court awards administration related payments in the amount of **\$5,750.00** as compensation for its  
8 fees and costs in administering this Settlement. This amount is to be paid out of the Gross  
9 Settlement Amount.

10 14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of  
11 approximately **\$102,242.79** shall be allocated as follows: 75% (**\$76,682.09**) will be paid to the  
12 LWDA and the remaining 25% (**\$25,560.70**) will be paid to the Aggrieved Employees pursuant to  
13 the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

14 15. Defendants will not be required to pay any additional amounts in connection with  
15 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this  
16 Order.

17 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the  
18 purposes of supervising the implementation, enforcement, construction, administration, and  
19 interpretation of the Settlement Agreement and this Judgment.

20 17. The Court hereby enters judgment of the entire Action, with prejudice, for the  
21 reasons set forth above and upon the terms set forth in the Settlement Agreement.

22 18. This Judgment is intended to be a final disposition of the above-captioned action in  
23 its entirety and is intended to be immediately appealable. Subject to the Court's continuing  
24 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

25 **IT IS SO ORDERED.**  
26  
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1 DATED: \_\_\_\_\_ 2025

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Hon. Jill H. Talley  
Judge of the Superior Court