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[Counsel continued on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE 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

**PAGA SETTLEMENT AGREEMENT
 AND RELEASE**

Original Complaint filed: September 1, 2023
 First Amended Complaint: November 16, 2023
 Second Amended Complaint: March 7, 2025

Trial Date: None set

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1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff
2 Reginald Todd (“Plaintiff”) and defendants Compass Group USA, Inc. (“CGUSA”) and Delta
3 Air Lines, Inc. (“Delta”) (collectively, “Defendants”). The Agreement refers to Plaintiff and
4 Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means Plaintiff’s lawsuit against Defendants captioned *Todd v. Compass*
7 *Group, Inc., et al.*, Case No. (23CV007763) initiated on September 1, 2023, and pending in
8 Superior Court of the State of California, County of Sacramento.

9 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral
10 entity the Parties have agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
12 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
13 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval
14 of this Settlement.

15 1.4. “Aggrieved Employee” or “Aggrieved Employees” means all persons employed by
16 CGUSA at Delta Sky Club locations in California, in hourly or non-exempt positions during the
17 PAGA Period.

18 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
19 CGUSA’s possession including the Aggrieved Employee’s full name, last-known mailing
20 address, and Social Security number, and information necessary to determine the estimated
21 settlement allocation to each Aggrieved Employee, including without limitation, the total number
22 of PAGA Pay Periods worked by each Aggrieved Employee within the PAGA Periods.

23 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
24 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
25 methods and means including, but not limited to, the National Change of Address database, skip
26 traces, and direct contact by the Administrator with Aggrieved Employees.

27 1.7. “Court” means the Superior Court of California, County of Sacramento.
28

1.8. "Defense Counsel" means Attorneys Lonnie D. Giamela, and Sophia G. Ellis at Fisher & Phillips LLP, the attorneys representing CGUSA, and Attorney Andrew P. Frederick at Morgan, Lewis & Bockius LLP representing Delta.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

1.10. "Enhancement Award" means the amount that Plaintiff will request, and that the Defendants will not oppose, that this Court approve as an enhancement award for distribution to Plaintiff. The amount of the enhancement award will not exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) and will be requested in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action.

1.11. "Gross Settlement Amount" or "GSA" means \$190,000.00 which is the total amount CGUSA agrees to pay under the Settlement except as provided in Paragraph 8 below. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Award, and the Administrator's Expenses Payment. CGUSA shall solely be responsible for paying the GSA. Under no circumstances shall Delta be required to pay any portion of the GSA or any other amount in connection with this Settlement.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.15. “LWDA Letter” means Plaintiff’s September 1, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Enhancement Award, and the Administrator’s Expenses Payment.

1.18. “Operative Complaint” means the Second Amended Complaint filed by Plaintiff on March 7, 2025, Case No. (23CV007763) in Superior Court of the State of California, County of Sacramento alleging Civil Penalties under Labor Code § 2698, *et seq.*

1.19. “PAGA Counsel” means Attorneys David Yeremian, David Keledjian, David Arakelyan, Enoch J. Kim, and Norayr Zakaryan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for CGUSA for at least one day during the PAGA Period.

1.22. “PAGA Period” means the period from September 1, 2022, through April 23, 2024.

1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

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

1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.26. “Plaintiff” means Reginald Todd, the named Plaintiff in the Action.

1.27. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

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

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

1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgement.

1.31. "Defendants" mean named Defendants, Compass Group USA, Inc. ("CGUSA"), and Delta Air Lines, inc. ("Delta").

2. **RECITALS.**

2.1. On September 1, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendants alleging (1) Failure to Provide Meal Periods Under Labor Code §§ 204, 223, 226.7, 512, and 1198; (2) Failure to Provide Rest Periods Under Labor Code §§ 204, 223, 226.7 and 1198; (3) Failure to Pay Hourly Wages and Overtime Under Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198; (4) Failure to Provide Accurate Written Wage Statements Under Labor Code §§ 226(a); (5) Failure to Timely Pay All Final Wages Under Labor Code §§ 201, 202, and 203; (6) Failure to Indemnify Under Labor Code § 2802; and (7) Violation of Business and Professions Code § 17200 *et seq.* Simultaneously, Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice pursuant to Labor Code § 2699.3(a). On November 16, 2023, Plaintiff filed a First Amended Complaint, adding a cause of action for PAGA penalties under Labor Code §§ 2698 *et seq.*

2.2. After initiating the Action, the Parties met and conferred regarding the allegations in the Class Action Complaint and PAGA Notice, and the enforceability of an arbitration agreement signed by Plaintiff.

2.3. After much consideration and in light of the arbitration agreement signed by Plaintiff, the Parties filed a Joint Stipulation for Leave to File a Second Amended Complaint and Dismiss Plaintiff's Class Claims Against Defendants Without Prejudice.

2.4. On March 7, 2025, Plaintiff filed a Second Amended Complaint (the "Operative Complaint") alleging Civil Penalties under Labor Code § 2698, *et seq.*

2.5. On April 23, 2024, Plaintiff and CGUSA participated in an all-day mediation with Kevin McKelvey, which led to a settlement of this Action. The Parties executed a Memorandum of Understanding on February 5, 2025, memorializing that settlement.

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

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, CGUSA promises to pay \$190,000.00 and no more as the Gross Settlement Amount. CGUSA has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$63,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the

1 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
2 have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
3 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.
4 The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses
5 Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and
6 liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
7 Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
8 or controversy regarding any division or sharing of any of these Payments.

9 **3.2.2. To the Administrator:** An Administrator Expenses Payment not to exceed \$5,750.00
10 except for a showing of good cause and as approved by the Court. To the extent the
11 Administration Expenses are less or the Court approves payment less than \$5,750.00, the
12 Administrator will retain the remainder in the Net Settlement Amount.

13 **3.2.3. To Plaintiff:** In consideration for Plaintiff's participation in and assistance in the
14 Action, Plaintiff shall receive an Enhancement Award payment not to exceed \$2,500.00 in
15 addition to any individual settlement payment made to Plaintiff as an Aggrieved Employee. The
16 Enhancement shall be reported on IRS Form 1099. Plaintiff will be solely and legally responsible
17 to pay all applicable taxes on any payment made pursuant to this paragraph and agrees to hold
18 Released Parties harmless and to indemnify Released Parties should any taxing authority find any
19 of the Released Parties responsible for taxes and/or penalties owed on the payments made
20 pursuant to this paragraph. This Agreement is not contingent upon the Court awarding Plaintiff
21 any particular amount for the Enhancement Award. If the Court reduces or does not approve the
22 requested Enhancement Award, this Agreement will remain binding on the Parties and the amount
23 not approved by the Court will be added to the Net Settlement Amount and be distributed as
24 provided in this Agreement to the LWDA and Aggrieved Employees.

25 **3.3. Payment from Net Settlement Amount/PAGA Penalties:** After the payments from the
26 Gross Settlement Amount are made as described in Paragraph 3.2 above, the remaining amount
27 is the Net Settlement Amount, all of which shall be paid as PAGA Penalties by the Administrator
28

to the LWDA and Aggrieved Employees in the amounts specified by the Court in the Approval Order:

3.3.1. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.3.1.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.1.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, CGUSA estimates there are 475 Aggrieved Employees who worked a total 10,000 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within twenty (15) calendar days of the Court filing the Approval Order, CGUSA will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. CGUSA shall make reasonable and good faith efforts based on CGUSA's records to include the name, last known address, and social security number of each Aggrieved Employee on the List. The List will not be provided to Plaintiff's Counsel. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use good-faith efforts to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

1 4.3. Funding of Gross Settlement Amount. CGUSA shall fully fund the Gross Settlement
2 Amount by transmitting the funds to the Administrator no later than fifteen (15) days after the
3 Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 15 days after CGUSA funds the
5 Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments,
6 the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses
7 Payment, and Plaintiff's Enhancement Award payment.

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

14 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search for all
15 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
16 Within 3 days of receiving a returned check the Administrator must re-mail checks to the USPS
17 forwarding address provided or to an address ascertained through the Aggrieved Employee
18 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
19 Employees whose re-mailed checks are returned as undelivered. The Administrator shall
20 promptly send a replacement check to any Aggrieved Employee whose original check was lost or
21 misplaced, requested by the Aggrieved Employee prior to the void date.

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

26 **4.4.4.** The payment of Individual PAGA Payments shall not obligate CGUSA to confer
27 any additional benefits or make any additional payments to the Aggrieved Employees (such as
28 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASE OF CLAIMS.** Effective on the date when CGUSA fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Release by Aggrieved Employees:** All Aggrieved Employees 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 all claims for PAGA 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.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

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

6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this

1 Settlement no later than 30 days after the full execution of this Agreement and, if necessary,
2 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the
3 motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

4 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
5 motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
6 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
7 meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court
8 does not grant the motion for approval of this Settlement or conditions its approval on any material
9 change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
10 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
11 Agreement and otherwise satisfy the Court's concerns.

12 7. **SETTLEMENT ADMINISTRATION.**

13 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
14 Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a
15 condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a
16 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
17 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
18 financial or otherwise, with the Administrator other than a professional relationship arising out of
19 prior experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own
21 Employer Identification Number for purposes of calculating payroll tax withholdings and
22 providing reports state and federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
24 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
25 section 468B-1.

26 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
27 performed or observed by the Administrator contained in this Agreement or otherwise.

28 8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.**

CGUSA states, and expressly represents, that from September 1, 2022, through April 23, 2024, the total number of Pay Periods applicable to Aggrieved Employees is no more than 10,000 during the PAGA Period. If the actual number of Pay Periods is more than 10% greater than 10,000, then the GSA shall be increased in proportion to the increase in Pay Periods above 10% (e.g., if the number of Pay Periods is 12.0% greater than 10,000 as of April 23, 2024, then the GSA will be increased by 2.0%). CGUSA shall solely be responsible for any increase in the GSA. Under no circumstances shall Delta be required to pay for any increase in the GSA or any other amount in connection with this Settlement. If the GSA is increased pursuant to this escalator clause, the Parties agree that the PAGA Counsel Fees Payment will be one-third of the increased GSA.

9. **CONTINUING JURISDICTION OF THE COURT.**

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. **ADDITIONAL PROVISIONS.**

10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the

1 allegations in the Operative Complaint have merit or that Defendants have any liability for any
2 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
3 Defendants' defenses in the Action have merit. The Parties agree that representative treatment is
4 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
5 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
6 right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to
7 settle the Action will have no bearing on, and will not be admissible in connection with, any
8 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

8 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
9 the benefit of, the successors of each of the Parties.

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

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

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

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

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

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

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

To Plaintiff:

Emil Davtyan, Esq.
David Yeremian, Esq.
David Keledjian, Esq.
Enoch J. Kim, Esq.
David Arakelyan, Esq.
Norayr Zakaryan, Esq.
D.Law, Inc.
450 N. Brand Blvd,
Suite 840,
Glendale, California, 91203

To Defendant CGUSA:

Lonnie D. Giamela, Esq.
Sophia G. Ellis, Esq.
Fisher & Phillips LLP
444 South Flower Street,
Suite 1500,
Los Angeles, California 90071

To Defendant Delta:

Andrew P. Frederick, Esq.
Morgan, Lewis & Bockius LLP
1400 Page Mill Road,
Palo Alto, CA 94304

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign or AdobeSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange

between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall continue to be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement and, pursuant to CCP Section 583.330, the date to bring a case to trial under CCP Section 583.310 shall be extended for the entire period of this settlement process.

IT IS SO AGREED.

Dated: May 13, 2025

COMPASS GROUP USA, INC.

By: _____
Its: _____ and authorized representative

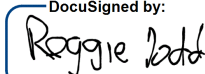
Dated: May 13, 2025

DELTA AIR LINES, INC.

By: _____
Its: _____ and authorized representative

Dated: May 13, 2025

PLAINTIFF

DocuSigned by:

14843633D3364E1...
Reginald Todd

AGREED AS TO FORM

Dated: May 13, 2025

D.LAW, INC.

/s/ Enoch J. Kim
Enoch J. Kim

Dated: May 13, 2025

FISHER & PHILLIPS, LLP

Lonnie Giamela

Dated: May 13, 2025

MORGAN, LEWIS & BOCKIUS LLP

Andrew P. Frederick

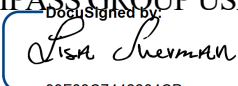
between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall continue to be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement and, pursuant to CCP Section 583.330, the date to bring a case to trial under CCP Section 583.310 shall be extended for the entire period of this settlement process.

IT IS SO AGREED.

Dated: May 13, 2025

COMPASS GROUP USA, INC.

DocuSigned by:

93F83C7442264C8
 By: Lisa Sherman
 Its: _____ and authorized representative
 Assistant General Counsel

Dated: May 13, 2025

DELTA AIR LINES, INC.

Blaze Knott
Signed by:
 By: Blaze Knott
 Its: Senior Corporate Counsel and authorized representative

Dated: May 13, 2025

PLAINTIFF

 Reginald Todd

AGREED AS TO FORM

Dated: May 13, 2025

D.LAW, INC.

 Enoch J. Kim

Dated: May 13, 2025

FISHER & PHILLIPS, LLP



Lonnie Giamela

Dated: May 13, 2025

MORGAN, LEWIS & BOCKIUS LLP



Andrew P. Frederick