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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ELIJAH WOLDEMARIAM, individually, and
on behalf of other members of the general public
similarly situated;

Plaintiff,

v.

ALL NIPPON AIRWAYS CO., LTD., a
Japanese corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV29685

ASSIGNED FOR ALL PURPOSES TO:
HON. THERESA M. TRABER; DEPT.: 1

**DECLARATION OF NORMA AYALA ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: September 18, 2026
Time: 10:30 a.m.
Dept.: 1

1 I, Norma Ayala, 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 Settlement Administrator for the above captioned *Woldemariam v. All Nippon Airways Co.,*
6 *Ltd.* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide 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 150 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 *Court*
19 *Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval,*
20 (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion; (c) resolving
21 disputes among Settlement Class Members regarding the number of Workweeks recorded by Defendant
22 during the Class Period, as stated on their individualized Class Notice; (d) calculating Individual
23 Settlement Payment amounts; (e) processing and mailing Individual Settlement Payment checks; (f)
24 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax
25 returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant
26 to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties
27 or as ordered by the Court for Apex to perform.

1 **CLASS DATA AND NOTICE PROCESS**

2 4. On June 24, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for
3 the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
4 from the Parties' Counsel prior to mailing.

5 5. On July 5, 2026, Counsel for the Defendant provided Apex with the Class and Aggrieved
6 Employees Data list, comprising the names, Social Security numbers, last known mailing addresses,
7 phone numbers, and the total number of relevant Workweeks and PAGA Pay Periods worked for 244
8 individuals. Apex reviewed and cleansed the data for duplicates, discrepancies and any potential missing
9 information. The Class List consisted of a total of 244 individuals.

10 6. In preparation for the mailing process, all 244 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
14 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
15 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
16 However, in cases where no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendant was used for the mailing of the Class Notice.

18 7. On July 14, 2026, the Class Notice was sent to all 244 individuals listed in the Class List via U.S
19 First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

20 **UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

21 8. As of the date of this declaration, our office has received nine (9) returned Class Notices as
22 undeliverable. Apex conducted a computerized skip trace on the nine (9) returned Class Notices in an
23 attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort
24 resulted in obtaining six (6) updated addresses, to which we promptly re-mailed the Class Notices via
25 U.S First Class Mail.

26 9. As of the date of this declaration, three (3) Class Notices have been considered undeliverable as
27 no updated address was found as a result of skip tracing.

1 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

2 10. The Response Deadline is August 28, 2026. An extended Response Deadline for Class Members
3 who received a remailed notice is September 14, 2026.

4 11. As of the date of this declaration, Apex has not received any Requests for Exclusion. The deadline
5 for submitting a Request for Exclusion from the Settlement is August 28, 2026.

6 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
7 deadline for submitting a written objection to the Settlement is August 28, 2026.

8 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
9 deadline for submitting a dispute is August 28, 2026.

10 14. As of the date of this declaration, Apex will report 244 Participating Class Members, constituting
11 100% of the Settlement Class.

12 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

13 15. The total number of Workweeks worked by Participating Class Members during the Class Period
14 is 32,216. The Net Settlement Amount available to Participating Class Members is estimated to be
15 (\$309,010.00) and was calculated by subtracting the requested Class Counsel Fees Payment
16 (\$227,500.00), the amount requested for Class Counsel Litigation Expenses Payment (\$30,000.00), the
17 requested Class Representative Enhancement Award (\$7,500.00), the requested Settlement
18 Administration Expenses (\$5,990.00), and the PAGA Penalties (\$70,000.00) from the Gross Settlement
19 Amount (\$650,000.00).

20 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
21 be approximately \$2,551.42, the *average* Individual Class Payment is currently estimated to be
22 approximately \$1,266.43, and the *lowest* Individual Class Payment is currently estimated to be
23 approximately \$9.59. These amounts are subject to employee-side tax and withholdings.

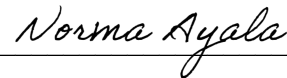
24 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$17,500.00) will be allocated to
25 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
26 cannot opt out of the PAGA settlement. There are 168 Aggrieved Employees who worked a total of
27 6,759 PAGA Pay Periods during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$142.40,
2 the *average* Individual PAGA Payment is approximately \$104.17, and the *lowest* Individual PAGA
3 Payment is approximately \$2.59.

4 **ADMINISTRATION COSTS**

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$5,990.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake.

10 I declare under penalty of perjury under the laws of the State of California and the United States
11 that the foregoing is true and correct, and that this Declaration was executed this 20th day of August
12 2026, in Irvine, California.

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15 Norma Ayala
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EXHIBIT A

Elijah Woldemariam v. All Nippon Airways Co., Ltd.
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» <<
«Full_Name»
«Address_1»
«City», «State» «Zip»

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Elijah Woldemariam v. All Nippon Airways Co., Ltd., Case No. 23STCV29685

***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.***

You may be eligible to receive money through the settlement of Class Action and PAGA lawsuits pending in the Superior Court of California for the County of Los Angeles, *Elijah Woldemariam v. All Nippon Airways Co., Ltd.*, Case No. 23STCV29685, against All Nippon Airways Co., Ltd. (“Defendant”) for alleged wage and hour violations (collectively, the “Actions”). Both Actions were filed by Elijah Woldemariam (“Plaintiff”). One seeks payment of relief for a class of all current and former non-exempt employees of All Nippon Airways Co., Ltd. within the State of California (“Class Members”) who worked for Defendant during the Class Period (December 5, 2019, through December 31, 2024) (“the “Class Action”); and the other seeks penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees of All Nippon Airways Co., Ltd. within the State of California (“Aggrieved Employees”) who worked for Defendant during the PAGA Period (September 28, 2022, through December 31, 2024) (the “PAGA Action”).

The proposed settlement of the Actions has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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 Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT»**. The actual amount you may receive may 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 did not 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_Periods» PAGA Pay Periods** during the PAGA Period. 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 4 of this Notice.

The Court has preliminarily approved the 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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 Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is August 28, 2026	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. 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 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but	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 are

not the PAGA Settlement Written Objections Must be Submitted by August 28, 2026	not personally responsible for any payments to Class Counsel.
You Can Participate in the September 18, 2026, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 18, 2026 . You do not 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, by telephone, 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 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by August 28, 2026	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked for at least one day during the Class Period and how many PAGA Pay Periods you worked for at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA 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 August 28, 2026 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Class Action alleges causes of action against Defendant (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay final wages during employment; (7) failure to provide accurate wage statements; (8) failure to timely pay wages in violation of California Labor Code Section 204; (9) failure to maintain accurate payroll records; (10) failure to reimburse for necessary business expenditures; and (11) violation of California's Business and Professions Code Sections 17200 *et seq.* In the PAGA Action, Plaintiff seeks civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA") for the same alleged violations.

Plaintiff is represented by attorneys in the Action: JCL Law Firm, APC, the Zakay Law Group, APLC, and Lawyers for Justice, P.C. ("Class Counsel.")

Defendant strongly denies any wrongdoing, including violating any laws or failing to pay any wages, and Defendant contends it complied with all applicable laws. Nevertheless, Defendant has agreed to settle the Actions and resolve these disputes.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

On June 24, 2026, the Los Angeles Superior Court granted preliminary approval of this Class Action and PAGA Settlement and ordered that all Class Members and Aggrieved Employees be notified of the Settlement. By signing a lengthy written 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. Defendant denies all the allegations made by Plaintiff in the Actions, denies that it violated any law, and is confident that it has strong legal and factual defenses to these claims. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendant that the claims in the Class Action or the PAGA Action have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. The Court has made no ruling on the merits of Plaintiff's claims in the Actions. The Court has only preliminarily approved the Settlement. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. The Court will decide whether to give final approval to this Settlement at the Final Approval Hearing.

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 the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Gross Settlement Amount. Defendant Will Pay \$650,000.00 as the Gross Settlement Amount ("Gross Settlement Amount"). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$227,500.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment. The attorney's fees will be divided among Plaintiff's counsel as follows: 85% to Lawyers for Justice, PC, 7.5% to Zakay Law Group, APLC, and 7.5% to JCL Law Firm, APC.

- B. Up to \$7,500.00 to the Class Representative as a Class Representative Enhancement Award for filing the Action, working with Class Counsel and representing the Class, and in exchange for a general release of all claims against Defendant. A Class Representative Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's respective Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$6,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$70,000.00 for PAGA Payment, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interests and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **August 28, 2026**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **August 28, 2026**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments and will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the PAGA Action.

- 7. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- 8. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer-side payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Class Action and PAGA Action, as resolved by this Settlement.

The Participating Class Members will be bound by the following release: 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 any and all claims, demands, rights, liabilities, and causes of action that were or could reasonably have been pleaded under local, state or federal law based on facts alleged in the Operative Complaint. Released Class Claims also include any claims that arise from, are related to, or are otherwise reasonably connected with the facts alleged in the Operative Complaint.

- 9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the PAGA Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are 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 any and all claims for civil penalties under PAGA arising from the pleaded claims in the Complaint in the PAGA Action and the September 28, 2023, PAGA Notice for the entire duration of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. **Workweek/PAGA Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until **August 28, 2026**, to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and any Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Elijah Woldemariam v. All Nippon Airways Co., Ltd., Case No. 23STCV29685*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by August 28, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is August 28, 2026.** 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 Actions and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **September 18, 2026**, at 10:30 a.m. in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.apexclassaction.com/allnipponairwaysco beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, the motions for approval of the Settlement, or any other Settlement document is to go to the Administrator's website at www.apexclassaction.com/allnipponairwaysco. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://portal.scscourt.org/search>) and entering the Case Number for the Action, Case No. 23STCV29685. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
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ZAKAY LAW GROUP, APLC

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Settlement Administrator:

APEX CLASS ACTION, LLC

PO Box 54668,
Irvine, CA 92619
T: 1-800-355-0700

support@apexclassaction.com



10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.