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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

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

Defendants.

Case No.: 23STCV29685
[Related Case No. 23TRCV04045]

Honorable Theresa M. Traber
Department 1

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

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

Complaint Filed: December 5, 2023
FAC Filed: April 7, 2026
Trial Date: None Set

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DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Elijah Woldemariam (“Plaintiff”) and the Class in the above-captioned matter. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PRELIMINARY APPROVAL OF SETTLEMENT

2. On June 24, 2026, in Department 1 of the above-captioned court (“Court”), the Honorable Theresa M. Traber preliminary approved the Second Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into between Plaintiff and Defendant All Nippon Airways Co., Ltd. (“Defendant”) (together, Plaintiff and Defendant are referred to as the “Parties”). For purposes of the Settlement, the Court conditionally certified the Class, appointed Plaintiff as the representative of the Class (“Class Representative”), and appointed and designated Lawyers *for* Justice, PC, JCL Law Firm, APC, and Zakay Law Group, APLC as counsel for the Class (collectively, “Class Counsel”).

3. The Court approved and ordered the mailing of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), and adopted the notice, opt-out, and objection procedures, and ordered their implementation. The Court appointed Apex Class Action LLC (“Apex” or Administrator”) to serve as the third-party settlement administrator and to handle the notice and settlement administration process.

4. As of the date of filing the accompanying Motion for Final Approval of Class Action and PAGA Settlement (“Motion for Final Approval”), no Class Members have objected to the Class Settlement or the contemplated Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Award, Administration Expenses, and the allocation for penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

6. Defendant is an airline company which offers daily passenger flights to/from the county of Los Angeles, where Plaintiff worked. This action asserts claims on behalf of all of Defendant's current and former non-exempt employees of Defendant within the State of California at any time during the Class Period. Plaintiff worked for Defendant as an hourly-paid, non-exempt employee in California from approximately October 2022 to December 2022. At all times during his employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and rest periods, and minimum, regular and overtime wages for all hours worked. Throughout his employment, Plaintiff was subject to Defendant's policies and procedures.

7. Generally, Plaintiff claims that Defendant failed to pay for all hours worked, failed to provide legally compliant meal and rest periods, failed to pay all wages when due at the time of separation, and failed to furnish complete and accurate wage statements. Defendant denies liability for Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting that it has made substantial good faith efforts to comply with the California Labor Code and Industrial Welfare Commission Wage Orders, paid employees for all hours worked, and maintained facially compliant meal and rest period policies at all times during the Class Period.

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1 8. On September 28, 2023, Plaintiff provided written notice by certified mail to the
2 California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific
3 provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”).
4 Plaintiff’s PAGA Notice alleged that Defendant violated a number of California Labor Code
5 provisions by, *inter alia*, failing to pay Plaintiff and those similarly situated for all hours worked,
6 failing to provide legally compliant meal and rest periods, and failing to provide accurate itemized
7 wage statements, among other alleged violations.

8 9. On December 5, 2023, Plaintiff filed a Class Action Complaint for Damages in the
9 Los Angeles County Superior Court, Case No. 23STCV29685 (“Class Action”). The Class Action
10 alleged ten (10) causes of action against Defendant for: (1) Failure to Pay Overtime Wages in
11 Violation of Cal. Lab. Code §§ 510 and 1198; (2) Failure to Provide Required Meal Periods in
12 Violation of Cal. Lab. Code §§ 226.7 & 512(a) and the Applicable IWC Wage Order; (3) Failure
13 to Provide Required Rest Periods in Violation of Cal. Lab Code § 226.7 and the Applicable IWC
14 Wage Order; (4) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 &
15 1197.1; (5) Failure to Provide Final Wages When Due in Violation of Cal. Labor Code §§ 201 and
16 202; (6) Failure to Provide Wages During Employment When Due in Violation of Cal. Labor Code
17 § 204; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code §
18 226(a); (8) Failure to Maintain Requisite Payroll Records in Violation of Cal. Lab. Code § 1174(d);
19 (9) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code §§
20 2800 and 2802; and (10) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et*
21 *seq.*

22 10. On December 5, 2023, Plaintiff filed a separate representative Complaint for
23 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in
24 the Los Angeles County Superior Court, Case No. 23TRCV04045, thereby alleging a single cause
25 of action for violations of the California Labor Code § 2698, *et seq.* (“PAGA Action”) (together
26 with the Class Action, the “Actions”).

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11. On April 7, 2026, Plaintiff filed a First Amended Class Action Complaint for Damages to incorporate the claims alleged in the PAGA Action into the Class Action. On April 9, 2026, the Court entered a dismissal of the PAGA Action.

12. The Parties agreed to mediate the matter on a Class and PAGA basis. On September 24, 2024, the Parties participated in a full day mediation presided over by Steven Rottman, Esq. The Parties did not settle at mediation. After continued arms-length negotiations and bargaining, the Parties reached an agreement to settle the matter and signed a Memorandum of Understanding on March 31, 2025. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

13. As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the proposed Class Members' claims, applicable law, and potential defenses. This matter involved extensive investigations and research into legal and factual issues, and extensive discovery. Class Counsel reviewed and analyzed a volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources, researched applicable law, and undertook analyses and calculations of the value of claims, damages, and penalties exposure. Other work that Class Counsel has performed and/or will perform include, *inter alia*, case strategy and analysis; drafting, reviewing, and revising the pleadings, motion-related papers, and settlement-related papers; case management; and preparing for, participating in, and/or attending court proceedings.

14. On September 24, 2024, the Parties participated in an all-day mediation presided over by Steve Rottman, Esq., however the Parties did not reach a settlement at that time. After continued arms-length negotiations, the Parties ultimately reached a settlement and executed a Memorandum of Agreement on March 31, 2025. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

15. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,

91 Cal.App.4th at 250. While the Gross Settlement Amount represents a discount on Defendant's potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

16. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final approval.

17. Plaintiff fully expects that Defendant would appeal any favorable judgment. A post-judgment appeal by Defendant would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the matter could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future.

18. Class Representative and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

WORK PERFORMED BY CLASS COUNSEL

19. Several attorneys at Lawyers for Justice, PC have been actively performing work in the Class Action, which was filed on December 5, 2023, and the PAGA Action, which was filed on December 5, 2023. On July 7, 2025, JCL Law Firm, APC and Zakay Law Group, APLC were associated in as co-counsel for Plaintiff in the Actions. Since joining forces with JCL Law Firm APC, and Zakay Law Group, APLC, we have worked cooperatively with them to strategize and prosecute the cases, and our work with them has been a coordinated and combined effort. Ultimately, the efforts of Plaintiff and Class Counsel have resulted in a settlement recovery.

20. Before initiating the Actions, Lawyers for Justice, PC investigated and researched the facts and circumstances underlying the pertinent factual and legal issues and applicable law. This required thorough discussions and interviews between attorneys at Lawyers for Justice, PC and Plaintiff, and research into the various legal issues involved in the cases, namely, the current state of the law as it applied to class certification, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and allegations, and potential defenses. After conducting an initial investigation, Lawyers for Justice, PC determined that the claims of Plaintiff were well-suited for class action treatment owing to what appeared to be a common course of conduct affecting a similarly situated group of current and former non-exempt employees of Defendants within the State of California, who were not properly compensated for, *inter alia*, all hours worked, non-compliant meal and rest periods, and unreimbursed business expenses.

21. Collectively, Class Counsel conducted informal discovery and investigation into the facts of the matter, to assess the veracity, strength, and scope of the claims, and were preparing the cases for class certification and trial, prior to reaching the Settlement. The Parties exchanged a large volume of information, documents, and data in the course of litigation and in connection with mediation and settlement negotiations. The information, documents, and data that were reviewed and analyzed by Class Counsel included and were not limited to: Plaintiff's employment records, and Defendant's operations and employment practice, policies, and procedures, among other information and documents. Class Counsel had the opportunity to obtain information from Plaintiff and percipient witnesses, and reviewed and analyzed a volume of information, data, and documents obtained from Plaintiff, Defendant, and other sources. Class Counsel developed liability, damages, violation, and penalties valuation models in the course of litigation and in connection with the mediation and settlement negotiations, and settlement. Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; researching, drafting, reviewing, and/or revising the pleadings, motion-related papers, and settlement documents; and preparing for settlement negotiations, among other tasks.

22. As outlined herein, the Parties have conducted significant investigation and informal discovery during the course of litigating this matter, mediation, and settlement negotiations.

Collectively, Class Counsel analyzed a volume of pages of information, documents, and data obtained from Plaintiff, Defendant, and other sources that provided a critical understanding of the nature of the work performed by the Class Members, as well as Defendant's organizational structure and its operations and employment policies, practices, and procedures. The information, documents, and data were used in analyzing liability, damages, penalties, and other valuation issues in connection with all phases of the litigation, and ultimately, in connection with the mediation and settlement negotiation process. Class Counsel also performed significant research into the applicable law, which is evolving as it relates to class certification, manageability, off-the-clock theory, meal and rest periods, representative PAGA claims and penalties, wage-and-hour enforcement, Plaintiff's claims and allegations, and Defendant's defenses thereto, as well as facts discovered.

23. After conducting significant investigation of the facts and law during the prosecution of the cases, counsel for the Parties engaged in extensive settlement negotiations to try to resolve the matter. These efforts included participating in a formal mediation session on September 24, 2024, conducted by Steven Rottman, Esq., a well-regarded mediator experienced in handling complex labor and employment matters. The Parties were successful in reaching a settlement. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.

ATTORNEYS' FEES REQUESTED BY CLASS COUNSEL

24. Class Counsel successfully negotiated the Settlement Agreement for a Gross Settlement Amount of \$650,000.00 on behalf of 244 Participating Class Members. In an order dated June 24, 2026, the Court preliminarily approved the Settlement Agreement and preliminarily certified the Class. As part of the settlement, the Parties agreed to an award of Class Counsel Fees Payment and Class Counsel Litigation Expenses comprised of \$227,500.00 for attorneys' fees (35% of the Gross Settlement Amount) and up to \$30,000.00 for reimbursement of actually incurred litigation expenses. Class Counsel is to split the fees as follows: 85% to Lawyers for Justice, PC, 7.5% to JCL Law Firm, APC, and 7.5% to Zakay Law Group, APLC. Plaintiff has consented to the fee sharing in writing. Plaintiff and Class Counsel have in place a written

1 contingency fee agreement wherein Plaintiff agreed to the split of fees. Consequently, and in
2 accord with the Parties' agreement and this Court's Preliminary Approval Order, Class Counsel
3 hereby respectfully requests an award of Class Counsel Fees Payment and Class Counsel
4 Litigation Expenses in the amount not to exceed \$257,500.00.

5 25. The requested attorneys' fee portion of the Class Counsel Fees Payment and Class
6 Counsel Litigation Expenses equal to 35% of the Gross Settlement Amount is fair compensation
7 and, respectfully, should be approved. Class Counsel undertook complex, risky, and time-
8 consuming wage and hour litigation on a contingent basis. The attorneys' fee portion is within the
9 historically recognized range attorneys' fees awarded in common fund class action settlements –
10 between 25% and 50% – and is supported by Class Counsel's lodestar cross-check.

11 26. By way of the accompanying Motion for Final Approval, Class Counsel seeks
12 attorneys' fees in the amount of \$227,500.00, which is thirty-five percent (35%) of the Gross
13 Settlement Amount of \$650,000.00. Pursuant to the contingency fee agreement entered into by
14 Plaintiff and Lawyers for Justice, PC, Plaintiff has agreed to a contingency fee of at least thirty-
15 five percent (35%) of the recovery.

16 27. The attorneys' fees sought are commensurate with: (1) the risk that Class Counsel
17 took in commencing the cases; (2) the time, effort, and expense that Class Counsel dedicated to
18 the cases; (3) the skill and determination that Class Counsel have shown; (4) the results that Class
19 Counsel have achieved throughout the litigation of the cases; (5) the value of the settlement that
20 Class Counsel have achieved in the cases; and (6) the other cases that Class Counsel have turned
21 down in order to devote their time and efforts to the cases.

22 28. The nature of the work performed, skill exercised, and the outcome in this matter
23 support the percentage fee sought. This matter involves an outstanding monetary recovery
24 involving a Gross Settlement Amount of \$650,000.00—with a Net Settlement Amount of
25 approximately at least \$309,010.00 to be paid to Participating Class Members (with gross
26 Individual Class Payments averaging approximately more than \$1,266.43), payment of \$17,500.00
27 to Aggrieved Employees (with gross Individual PAGA Payments averaging approximately
28 \$104.17), and payment of \$52,500.00 to the State of California.

29. While not necessarily required to be demonstrated because the percentage fee is proper for this settlement, Class Counsel have incurred many hours of work in connection with prosecuting the cases, such that the requested award of attorneys' fees is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **224.20 hours** performing tasks and obtaining recovery in this matter. Attached hereto as "**EXHIBIT A**" is an Attorney Task and Time Chart for Lawyers *for* Justice, PC that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC, and the time incurred by them in performing those services. These hours include work done by several other attorneys at Lawyers *for* Justice, PC. Also, separate from the hours of work referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of this matter.

30. The work performed in this particular matter, the background of Lawyers *for* Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour cases, and in particular, employment class actions and representative actions, support a reasonable blended hourly rate of compensation at the rate of at least \$850 per hour for work performed by Lawyers *for* Justice, PC. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of settlements in other wage-and-hour class action and representative action cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved compensation at the rate of \$936.47 per hour; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved compensation at the rate of \$919.57 per hour; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved compensation at the rate of \$855.96 per hour.

1 31. Courts have consistently recognized that the results achieved are an important factor
2 to be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (“most
3 critical factor is the degree of success obtained”). Here, after a vigorous and contentious litigation
4 process, significant monetary relief is to be provided to Class and the excellent results achieved
5 by Class Counsel through this Settlement alone justify the requested fee award.

6 32. In reaching this Settlement, Class Counsel carefully considered the strength of the
7 case versus the amount offered in settlement, as well as the risk, expense, and complexity of
8 maintaining class certification through trial. Plaintiff is confident about the strength of his claims.
9 Nonetheless, Plaintiff recognizes that Defendant has factual and legal defenses that, if successful,
10 would potentially defeat or substantially impair the value of the lawsuit.

11 33. Considering these issues, the Gross Settlement Amount of \$650,000.00 is an
12 excellent result for the Class. While the Gross Settlement Amount represents a discount on
13 Plaintiff’s overall estimate of the damages, this reduction is an extremely reasonable compromise
14 considering the challenges of continued litigation, including but not limited to, maintaining class
15 certification, and establishing liability on all claims against Defendant. The Settlement commits
16 Defendant to create a Gross Settlement Amount, from which the Settlement Class will derive a
17 ***significant financial recovery*** for their alleged damages and extinguish the risks of continued
18 litigation, and/or an appeal that would likely be filed following a judgment in Plaintiff’s favor.
19 Such efforts would likely result in a delay of several years before this matter would be resolved,
20 with no guarantee of recovery, whereas the Settlement provides for an average recovery of
21 **\$1,266.43**, placing it well within the range of reasonableness.

22 34. Class Counsel only agreed to enter the Settlement following their evaluation of
23 Plaintiff’s claims based on thorough investigation of the facts, applicable law, and marketplace for
24 similar settlements, and considering the risk of significant delay, uncertainty associated with
25 litigation, the various defenses asserted by Defendant. The Settlement was possible only because
26 Class Counsel was able to convince Defendant that Plaintiff could potentially prevail on the
27 contested issues regarding liability, achieve class certification through trial, overcome difficulties
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1 in proof as to monetary relief, and take the case to trial if need be. In navigating these hurdles
2 Class Counsel displayed the necessary skill set to achieve a successful outcome.

3 35. Class Counsel undertook this litigation on a contingent-fee basis, assuming a
4 significant risk that the litigation would yield no recovery after many years of work. Unlike
5 counsel for Defendant, who are paid an hourly rate and reimbursed for their expenses on an
6 ongoing, regular basis, Class Counsel have not been compensated for any time or expenses to date
7 and has lent their services to the Plaintiff, Class, Aggrieved Employees, and the State of California.

8 36. The simple fact is that despite the most vigorous and competent efforts, success is
9 never guaranteed. Plaintiff's counsel not only must turn away other income-generating
10 opportunities but must take on a substantial risk of "never receiving compensation at all." *Amaral*
11 *v. Cintas Corp.*, 163 Cal.App.4th 1157, 1217-18 (2008). Here, Class Counsel undertook this
12 litigation on a purely contingency basis, thereby bearing the risk that they would only receive
13 remuneration for the substantial investment of time and resources and hours and costs expended
14 if Plaintiff was successful.

15 37. Additionally, in taking this case on a purely contingency basis, Class Counsel had
16 to turn away other fee generating work because the case required Class Counsel to not only devote
17 considerable time and resources to effectively prosecute and settle this matter, but also wait until
18 the Settlement is fully funded before finally receiving compensation for their services and
19 reimbursement of costs and expenses incurred.

20 38. Additionally, the quality of opposing counsel is also important in evaluating the
21 quality of the work done by Class Counsel. *See, e.g., In re Equity Funding Corp. Sec. Litig.*, 438
22 F. Supp. 1303, 1337 (C.D. Cal. 1977). Class Counsel were opposed in this litigation by experience
23 counsel at Sanchez Swerdlow & Wimmer, a highly regarded defense firm, who vigorously
24 advocated on behalf of Defendant. In the face of such experienced opposition, Class Counsel was
25 able to develop an effective case strategy to combat Defendant's defenses and negotiate with
26 counsel for Defendant to settle the matter for an amount that provides real benefit to the Class,
27 Aggrieved Employees, and the State of California with reasonable hours expended.

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EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

39. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

40. Edwin Aiwasian is a Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since

1 in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost
2 exclusively focused on the prosecution of consumer and employment class actions. While
3 employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or
4 defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for
5 deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with
6 other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully
7 litigated cases involving the executive, administrative, and other overtime exemptions to the State
8 of California and federal overtime compensation requirements. Under his supervision, Lawyers
9 *for* Justice, PC has successfully obtained class certification by contested motion practice in
10 approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or
11 representative action cases.

12 41. Arby Aiwasian is a Senior Partner of Lawyers *for* Justice, PC. He received his
13 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
14 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
15 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
16 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
17 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
18 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
19 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
20 of the State of California and all United States District Courts in the State of California. He has
21 worked on many wage-and-hour class action and representative action cases, taking the lead in
22 taking and defending depositions, arguing motions, and attending mediations. He has played an
23 integral role in preparing matters for class certification, including and not limited to, successful
24 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
25 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
26 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
27 RG13680477). Under his supervision, dozens of class action or representative action cases have
28 resulted in settlements that have been granted court approval. He has handled over one hundred

1 and fifty (150) mediations and worked on over two hundred and fifty (250) class action or
2 representative action cases which have resulted in settlement.

3 42. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a
4 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
5 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
6 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
7 in New York (since 2013), and in Washington (since 2026), and she is also admitted to practice in
8 all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of
9 California, U.S. District Court for the Western District of Washington, and the U.S. Supreme
10 Court. She has taken and defended dozens of depositions and successfully handled motion practice
11 in class action cases regarding discovery (including and not limited to, regarding class contact
12 information), class certification (both contested class certification and stipulated class
13 certification), arbitration agreements, coordination, and intervention. She has successfully
14 handled briefing and oral arguments on appeal and obtained notable decisions regarding Private
15 Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g.,
16 *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439,
17 cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*
18 *Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not
19 limited to, working on cases to obtain class certification through contested motion practice and
20 working on cases in the post-certification stage (e.g., post-certification discovery, appeal,
21 statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case
22 involving a certified class consisting of approximately 2,600 individuals). She has extensive
23 experience with class action and/or representative action settlements, and has handled this process
24 in over five hundred (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision,
25 Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds
26 of class action and/or representative action matters that have successfully resolved. Joanna Ghosh
27 is a member of the California Employment Lawyers Association and, on several occasions, has
28

1 been a speaker regarding topics in wage and hour law at the organization's continuing legal
2 education events.

3 43. Yasmin Hosseini is a Member of Lawyers *for* Justice, PC. She received her Bachelor
4 of Arts degree from University of California, Santa Barbara in 2013 and earned her Juris Doctor
5 degree from Pepperdine University School of Law in 2017. She was admitted to practice law in
6 California in 2019. She is admitted to practice before all courts of the State of California and all
7 federal district courts in the State of California. She has worked on many wage and hour class
8 action and PAGA representative matters, and her work has included, *inter alia*, researching and
9 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
10 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
11 analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, she
12 represented filmmakers and talent, negotiating and structuring various types of agreements on their
13 behalf. She is a member of the California Employment Lawyers Association, Beverly Hills Bar
14 Association, and Iranian American Bar Association.

15 44. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science
16 degree from California State University, Northridge in 2019, and was the recipient of the Wildman
17 Schumacher Scholarship. I earned a Juris Doctor degree from Southwestern Law School in 2022,
18 and I was the recipient of the Witkin Award for Academic Excellence. I was admitted to practice
19 law in California in 2022. I am admitted to practice before all courts of the State of California and
20 all U.S. Federal District Courts in the State of California. I have worked on many wage-and-hour
21 class action and PAGA representative cases, and my work on these cases has included, *inter alia*,
22 researching and drafting pleadings and motion-related papers, administrative notice exhaustion,
23 drafting, negotiating, and finalizing stipulations and settlement agreements, performing claims
24 evaluation and analysis, and making court appearances.

25 45. Maria Halwadjian is a Member of Lawyers *for* Justice, PC. She received a Bachelor
26 of Arts degree from the University of California, Santa Barbara in 2019, and earned her Juris
27 Doctor degree from Southwestern Law School in 2024. She was admitted to practice law in
28 California in November of 2024. From approximately May 2022 to approximately August 2022,

1 she served as a Judicial Extern to the Honorable Andre Birotte Jr. at the United States District
2 Court for the Central District of California. She is admitted to practice before all courts of the State
3 of California and all U.S. Federal District Courts in the State of California. Since joining Lawyers
4 *for Justice, PC*, she has worked on wage-and-hour class action and PAGA representative matters.
5 Her work has included, *inter alia*, researching and drafting pleadings, administrative notice
6 exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging
7 in motion practice, performing claims evaluation and analysis, and making court appearances.

8 **LITIGATION COSTS AND EXPENSES INCURRED BY**
9 **LAWYERS *for* JUSTICE, PC**

10 46. To date, Class Counsel have borne all of the risks and costs of litigation and will not
11 receive any compensation until recovery is obtained in the matter. The Settlement provides for
12 reimbursement of Class Counsel's litigation costs and expenses in the amount of up to \$30,000.00.
13 Lawyers *for Justice, PC* seeks reimbursement of **\$21,683.34** in litigation costs and expenses
14 incurred in this matter, as reflected in "**EXHIBIT B**" attached hereto. These expenses were
15 reasonable and necessary in the prosecution of the matter and to obtain the Settlement.

16 **CLASS REPRESENTATIVE ENHANCEMENT AWARD TO PLAINTIFF**

17 47. In exchange for his broader individual waiver and release of claims against the
18 Released Parties with a California Civil Code Section 1542 waiver (set forth in Paragraph 5.3 of
19 the Settlement Agreement), and also in recognition of his efforts and work spearheading the
20 prosecution of the cases and serving as the Class Representative, the Settlement provides for a
21 Class Representative Enhancement Award, in the amount of up to \$7,500.00 to Plaintiff. Plaintiff
22 spent a substantial amount of time and effort discussing his employment with Class Counsel,
23 gathering and providing relevant documents and information, and providing facts and evidence to
24 support the prosecution of the claims. Plaintiff was available whenever Class Counsel needed him
25 and actively tried to obtain and provide information that would help obtain a recovery in this
26 matter. Accordingly, it is appropriate for Plaintiff to receive \$7,500.00 as a reasonable Class
27 Representative Enhancement Award, for his efforts in this matter, in addition to his individual
28 settlement payments.

1 48. The time effort and services provided to the Class justifies the requested Class
2 Representative Enhancement Award. The Class Representative performed his duties to the Class
3 admirably. Plaintiff worked extensively with Class Counsel over the course of this litigation.

4 49. Additionally, Plaintiff remained available and responsive throughout the entire
5 litigation to address all case needs. Plaintiff willingly came forward to protect and advance the
6 rights of the Class and the interests of the State of California and Aggrieved Employees, with
7 respect to an important legal dispute affecting California workers. Furthermore, Plaintiff himself
8 faced significant litigation risk, e.g., imposition of fees and costs, if unsuccessful.

9 50. I submit that the Settlement is fair, reasonable, and adequate, and is in the best
10 interests of Plaintiff, Class Members, Aggrieved Employees, and the State of California.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on this 21st day of August 2026 at Glendale, California.

14 

15 _____
16 Selena Matavosian
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EXHIBIT A

ELIJAH WOLDEMARIAM V. ALL NIPPON AIRWAYS CO., LTD.
Los Angeles County Superior Court Case No. 23STCV29685 (“Class Action”)
Los Angeles County Superior Court Case No. 23TRCV04045 (“PAGA Action”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet, Communicate, and/or Review Communication with Plaintiff Elijah Woldemariam (“Plaintiff”)	12.50
Investigate, Communicate with, Interview, and/or Review Communication with Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	4.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s Class Action Claims, Conduct Legal Research and Analysis Regarding Class Claims, and Draft, Review, and/or Revise Plaintiff’s Class Action Complaint for Damages (filed on December 5, 2023) (Class Action)	7.50
Investigate the Merits of Plaintiff’s Private Attorneys General Act (“PAGA”) Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on December 5, 2023) (PAGA Action)	6.90
Review Court’s Notice of Case Assignment Unlimited Civil Case (filed on December 5, 2023) (Class Action)	0.20
Review Court’s Notice of Case Assignment Unlimited Civil Case (filed on December 5, 2023) (PAGA Action)	0.20
Review Court’s Minute Order Re: Scheduling Initial Status Conference and Initial Status Conference Order (Complex Class Actions) (filed on December 7, 2023) (Class Action)	0.30

Review Court's Notice of Case Management Conference (filed on December 11, 2023) (PAGA Action)	0.20
Review Defendant All Nippon Airways Co., Ltd.'s ("Defendant") Notice of Appearance and Notice of Related Case (filed on February 2, 2024) (PAGA Action)	0.30
Review Defendant's Notice of Appearance (filed on February 2, 2024) (Class Action)	0.20
Review Defendant's Notice of Related Case (filed on February 7, 2024) (Class Action)	0.20
Review Court's Minute Order Re: Notice of Related Case (filed on February 21, 2024) (Class Action)	0.20
Review Court's Minute Order Re: Notice of Related Case (filed on February 21, 2024) (PAGA Action)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., and Research Affirmative Defenses in Defendant's Answer (served on February 22, 2024) (PAGA Action)	1.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on March 7, 2024) (Class Action)	1.50
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on March 7, 2024) (PAGA Action)	1.10
Draft, Review, and/or Revise Plaintiff's Notice of Posting Jury Fees (filed on March 7, 2024) (Class Action)	0.20
Draft, Review, and/or Revise Plaintiff's Notice of Posting Jury Fees (filed on March 7, 2024) (PAGA Action)	0.20
Review Court's Minute Order Re: Initial Status Conference (filed on March 14, 2024) (Class Action)	0.20
Review Court's Minute Order Re: Initial Status Conference (filed on March 14, 2024) (PAGA Action)	0.20
Draft, Review, and/or Revise Plaintiff's Notice of Ruling (filed on March 19, 2024) (Class Action)	0.20
Draft, Review, and/or Revise Plaintiff's Notice of Ruling (filed on March 19, 2024) (PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (filed on October 2, 2024) (Class Action)	1.10

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (filed on October 2, 2024) (PAGA Action)	0.20
Review Court's Order to Continue Case Management Conference (filed on October 4, 2024) (Class Action)	0.20
Review Court's Order to Continue Case Management Conference (filed on October 4, 2024) (PAGA Action)	0.20
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on October 15, 2024) (Class Action)	0.20
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on October 15, 2024) (PAGA Action)]	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on December 2, 2024) (Class Action)	1.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on December 2, 2024) (PAGA Action)	0.90
Review Court's Minute Order Re: Initial Status Conference; Post-Mediation Status Conference (filed on December 10, 2024) (Class Action)	0.20
Review Court's Minute Order Re: Initial Status Conference; Post-Mediation Status Conference (filed on December 10, 2024) (PAGA Action)	0.20
Draft, Review, and/or Revise Notice of Change of Address or Other Contact Information (filed on January 31, 2025) (Class Action)	0.20
Draft, Review, and/or Revise Notice of Change of Address or Other Contact Information (filed on January 31, 2025) (PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on February 3, 2025) (Class Action)	1.10

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on February 3, 2025) (PAGA Action)	0.40
Review Court's Minute Order Re: Initial Status Conference; Status Conference Re: Settlement Discussions; Status Conference Re: Potential Motion Setting on Request for Arbitration and PAGA Motion for Judgment on the Pleadings (filed on February 10, 2025) (Class Action)	0.20
Review Court's Minute Order Re: Initial Status Conference; Status Conference Re: Settlement Discussions; Status Conference Re: Potential Motion Setting on Request for Arbitration and PAGA Motion for Judgment on the Pleadings (filed on February 10, 2025) (PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on March 28, 2025) (Class Action)	0.60
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on March 28, 2025) (PAGA Action)	0.20
Review Court's Minute Order Re: Notice of Settlement (filed on April 1, 2025) (Class Action)	0.10
Review Court's Minute Order Re: Notice of Settlement (filed on April 1, 2025) (PAGA Action)	0.10
Draft, Review, and/or Revise Notice of Association of Counsel (filed on July 7, 2025) (Class Action)	0.30
Draft, Review, and/or Revise Notice of Association of Counsel (filed on July 7, 2025) (PAGA Action)	0.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on July 28, 2025) (Class Action)	0.20
Review Court's Minute Order Re: Initial Status Conference; Post-Mediation Status Conference (filed on August 5, 2025) (Class Action)	0.20
Review Court's Minute Order Re: Continuing Hearing (filed on August 6, 2025) (PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on December 1, 2025) (Class Action)	0.20
Review Court's Minute Order Re: Initial Status Conference; Post-Mediation Status Conference (filed on December 3, 2025) (Class Action)	0.20

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on January 16, 2026) (Class Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on January 16, 2026) (PAGA Action)	0.20
Review Court's Minute Order Vacating Status Conference (filed on January 22, 2026) (PAGA Action)	0.20
Review Court's Minute Order Vacating Status Conference and Discharging Order to Show Cause (filed on January 22, 2026) (Class Action)	0.20
Research, Draft, Review, and/or Revise Plaintiff's First Amended Class Action Complaint for Damages (filed on April 7, 2026); Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Order for Leave to File First Amended Complaint (filed on March 25, 2026) (Class Action)	0.50
Draft, Review, and/or Revise Request for Dismissal (filed on April 9, 2026) (PAGA Action)	0.20
Review Court's Order of Dismissal (filed on April 9, 2026) (PAGA Action)	0.20
Review Plaintiff's Notice of Change of Address (filed on May 21, 2026) (Class Action)	0.10
Appearances	
Prepare for and Remotely Attend Initial Status Conference (March 14, 2024) (Class Action and PAGA Action)	1.50
Prepare for and Remotely Attend Case Management Conference (December 10, 2024) (Class Action and PAGA Action)	1.40
Prepare for and Remotely Attend Case Management Conference (February 10, 2025) (Class Action and PAGA Action)	1.20
Prepare for and Remotely Attend Hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (May 1, 2026) (Class Action)	0.50

Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Elijah Woldemariam (served on September 5, 2023)	1.80
Letters and Correspondence	
Research, Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff under the Private Attorneys General Act (served on September 28, 2023)	4.50
Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with, Defendant's Counsel	15.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant (approximately 47,850 pages), and Other Sources Prior to Mediation	75.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing Damages and Penalties Analyses and Calculations (submitted on September 17, 2024)	36.50
Attend Mediation Session (September 24, 2024; via Zoom Video Conference)	10.50
Review and/or Analyze Mediator's Proposal (issued September 25, 2024)	0.60
Engage in Additional Investigation and Claim Evaluation, and Conduct Additional Settlement Discussions with Defendant's Counsel (October 2024 – March 2025)	6.50
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Agreement (executed on March 31, 2025)	4.50
Draft, Review, Revise, Negotiate, and Finalize Class Action and PAGA Settlement Agreement (executed on December 15, 2025), and Draft, Review, and/or Revise Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval	1.90
Draft, Review, Revise, Negotiate, and Finalize Class Action and PAGA Settlement Agreement (executed on May 19, 2025), and Draft, Review, and/or Revise Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval	0.40

Draft, Review, Revise, Negotiate, and Finalize Second Amended Class Action and PAGA Settlement Agreement (executed on June 15, 2026), and Draft, Review, and/or Revise Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval	0.40
Coordinate Settlement Administration with Settlement Administrator, Monitor Settlement Administration and Review Weekly Reports, and Respond to Inquiries	3.50
Law and Motion	
Review Declaration of Norma Ayala, Declaration of Sean Hartranft, Declaration of Jean-Claude Lapuyade, Esq., Declaration of Shani O. Zakay, Esq., Declaration of Plaintiff Elijah Woldemariam, and Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion for Preliminary Approval of Class Action and PAGA Settlement, Memorandum of Points and Authorities in Support Thereof, Declaration of Maria Halwadjian in Support Thereof, and [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on January 16, 2026) (Class Action)	3.50
Review Court's Minute Order Continuing Hearing (filed on April 8, 2026) (Class Action)	0.20
Research, Draft, Review, and/or Revise Plaintiff's Amended Notice of Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on April 9, 2026) (Class Action)	0.20
Review Court's Tentative Ruling Re: Motion for Preliminary Approval of Class Action and PAGA Settlement (issued on May 1, 2026) (Class Action)	0.60
Review Court's Minute Order Re: Hearing on Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on May 1, 2026) (Class Action)	0.20
Review Declaration of Nicole Noursamadi, Esq. in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and Draft, Review, and/or Revise [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on May 21, 2026) (Class Action)	0.20
Review Court's Minute Order Re: Non-Appearance Case Review Re: Supplement ISO Motion for Preliminary Approval and Revised Proposed Order (filed on June 1, 2026) (Class Action)	0.20
Review Supplemental Declaration of Nicole Noursamadi, Esq. in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and Draft, Review, and/or Revise [Proposed]	0.20

Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on June 18, 2026) (Class Action)	
Review Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on June 24, 2026) (Class Action)	0.20
Research, Draft, Review, and/or Revise Declaration of Selena Matavosian in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement	2.50
Total Hours:	224.20

EXHIBIT B

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Woldemariam vs. All Nippon Airways Co., Ltd.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
6/21/2023	U.S. Postmaster	Postage	\$17.00
8/14/2023	U.S. Postmaster	Postage	\$17.50
12/5/2023	Legal Document Server, Inc.	Attorney Service	\$115.88
12/5/2023	Los Angeles Superior Court	Complex Filing Fee	\$1,000.00
12/5/2023	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
1/8/2024	ProLegal	Attorney Service	\$233.40
1/31/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
1/31/2024	General Logistics Systems US, Inc.	Courier Service	\$19.77
3/7/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
3/8/2024	Legal Document Server, Inc.	Attorney Service	\$26.58
3/8/2024	Los Angeles Superior Court	Jury Fee	\$150.00
3/19/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
3/19/2024	Legal Document Server, Inc.	Attorney Service	\$125.00
3/26/2024	Steven J. Rottman, LLC	Mediation Fee	\$15,000.00
9/30/2024	CPAnalytics	Data Analysis	\$3,025.00
10/2/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
10/2/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
10/15/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
12/2/2024	Legal Document Server, Inc.	Attorney Service	\$17.70
1/31/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/4/2025	Legal Document Server, Inc.	Attorney Service	\$135.00
2/4/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
3/28/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
7/7/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
Total:			<u><u>\$20,494.77</u></u>

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Woldemariam vs. All Nippon Airways Co., Ltd. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
9/28/2023	U.S. Postmaster	Postage	\$17.12
9/28/2023	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
12/7/2023	Legal Document Server, Inc.	Attorney Service	\$46.38
12/7/2023	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
2/2/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
3/7/2024	Legal Document Server, Inc.	Attorney Service	\$26.58
3/7/2024	Los Angeles Superior Court	Jury Fee	\$150.00
3/19/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
3/19/2024	Legal Document Server, Inc.	Attorney Service	\$125.00
10/2/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
10/2/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
10/15/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
12/2/2024	Legal Document Server, Inc.	Attorney Service	\$17.70
1/31/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/4/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/4/2025	Legal Document Server, Inc.	Attorney Service	\$135.00
3/28/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
7/8/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
Total:			<u>\$1,188.57</u>