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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

[PROPOSED] JUDGMENT

Date: September 18, 2026

Time: 10:30 a.m.

Dept.: 1

1 Plaintiff's motion for an order finally approving the Second Amended Class Action and
2 PAGA Settlement Agreement ("Agreement") and Motion for Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment, and Class Representative Enhancement Award duly came
4 on for hearing on September 18, 2026, before the above-entitled Court. The parties having settled
5 this action and the Court having entered an Order Granting Motion for Final Approval of Class
6 Action and PAGA Settlement and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as: "All current and former non-exempt employees of All Nippon
10 Airways Co., Ltd. within the State of California from December 5, 2019, through December 31,
11 2024 ("Class Period")."

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. There are 244 Class Members who worked for Defendant during the Class Period. After
15 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final
17 Approval of Class Action and PAGA Settlement, and this Final Judgment, Plaintiff, and all
18 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
19 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting Final
20 Approval of Class Action and PAGA Settlement and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 5. As of the date Defendant fully funds the Gross Settlement Amount, Plaintiff and
26 each Class Member who has not validly opted out has released the "Released Parties" from the
27 "Released Class Claims" as set forth in the Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

1 (a) “Released Class Claims” are defined as any and all claims, demands, rights,
2 liabilities, and causes of action that were or could reasonably have been pleaded under local, state
3 or federal law based on facts alleged in the Operative Complaint. Released Class Claims also
4 includes any claims that arise from, are related to, or are otherwise reasonably connected with the
5 facts alleged in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement,
6 Participating Class Members do not release any other claims, including claims for vested benefits,
7 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
8 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
9 outside the Class Period. It is the intent of the Parties that the Final Judgment entered by the Court
10 shall have full equitable estoppel and res judicata effect and be final and binding upon the Class
11 Representative and the Participating Class Members regarding the Released Class Claims. Each
12 Participating Class Member will be deemed to have made the foregoing Release as if by manually
13 signing it.

14 (b) “Released Parties” means Defendant and each of its former and current
15 owners, partners, parents, subsidiaries, predecessors and successors, joint employers, and their
16 affiliated entities, and each of their respective owners, members, officers, directors, managing
17 agents, exempt employees, partners, shareholders, and agents, and any other successors, heirs,
18 assigns, accountants, or legal representatives, any attorneys, insurers, reinsurer and/or claims
19 representatives, both individually and in their business capacities.

20 7. As of the date the Defendant fully funds the Gross Settlement Amount, the
21 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
22 each “Aggrieved Employee” have released the Released Parties from the “Released PAGA
23 Claims” for the “PAGA Period” as set forth in the Agreement.

24 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

25 (a) “Aggrieved Employees” are defined as all current and former non-exempt
26 employees of All Nippon Airways Co., Ltd. within the State of California from September 28,
27 2022, through December 31, 2024 (“PAGA Period”).

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1 (b) "Released PAGA Claims" are defined as any and all claims for civil penalties
2 under PAGA arising from the pleaded claims in the complaint in the PAGA Action and the September
3 28, 2023, PAGA Notice for the entire duration of the PAGA Period.

4 9. This Court hereby grants final approval and awards the following: (i) Class
5 Counsel Fees of Two Hundred Twenty-Seven Thousand Five Hundred Dollars and Zero Cents
6 (\$227,500.00); (ii) Twenty-Two Thousand, Six Hundred Twelve Dollars and Ten Cents
7 (\$22,612.10) for the Class Counsel Litigation Expenses Payment for reimbursement of costs and
8 expenses; (ii) the Class Representative Enhancement Award in the amount of Seven Thousand
9 Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff, in exchange for a general release;
10 (iii) Administration Expenses of Six Thousand Dollars and Zero Cents (\$6,000.00) to Apex Class
11 Action LLC; and (iv) Fifty-Two Thousand Five Hundred Dollars and Zero Cents (\$52,500.00)
12 (75% of the PAGA Penalties) to the Labor and Workforce Development Agency ("LWDA
13 Payment"); and Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00) (25% of
14 the PAGA Penalties) allocated to the Aggrieved Employees for the Individual PAGA Payments.

15 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
16 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
17 California Labor Code section 2699(s)(3).

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
19 **ORDERED.**

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21 DATED: _____, 2026

22 JUDGE OF THE SUPERIOR COURT
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